

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

Colette Mahon (SBN 304745)
LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS
3500 West Olive Avenue, Third Floor
Burbank, California 91505
Telephone: (323) 375-5101
Facsimile: (323) 306-5571
E-mail: cmahon@lfecr.com

Attorneys for Plaintiff, Carlos Gonzalez

[Additional Counsel on the Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

CARLOS GONZALEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

V.

THIESSEN PRODUCTS, INC.; and DOES 1
through 10, inclusive,

Defendants.

Case No. 2025CUOE049346

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action filed: August 18, 2025

FAC filed: October 22, 2025

Trial date: Not set

1 Arthur J. Harris (SBN 246986)
2 M. Nicole Engler (SBN 240990)
3 Priyanka S. Sen (SBN 364510)
4 **MURPHY, PEARSON, BRADLEY & FEENEY**
5 550 California Street, 14th Floor
6 San Francisco, California 94104
7 Telephone: (415) 788-1900
8 Facsimile: (415) 393-8087
9 E-mail: aharris@mpbf.com
10 E-mail: nengler@mpbf.com
11 E-mail: PSen@mpbf.com

12 *Attorneys for Defendant, Thiessen Products, Inc.*

1 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

2 This Joint Stipulation of Class and Representative Action Settlement Agreement
3 ("Agreement") is made by and between Plaintiff Carlos Gonzalez and Defendant Thiessen Products,
4 Inc. (collectively, "the Parties").

5 **1. DEFINITIONS.**

6 1.1. "Action" means *Carlos Gonzalez v. Thiessen Products, Inc.*, Superior Court of the State
7 of California for the County of Ventura, Case No. 2025CUOE049346.

8 1.2. "Administrator" or "TPA" means ILYM Group ("ILYM"), the neutral entity the Parties
9 have agreed to appoint to administer the Settlement following a competitive bidding
10 process, or such other settlement administrator as may be approved by the Court.

11 1.3. "Administration Expenses Payment" means the court-approved amount the
12 Administrator will be paid from the Gross Settlement Amount to reimburse its
13 reasonable fees and expenses in accordance with the Administrator's bid submitted to
14 the Court in connection with seeking the Preliminary Approval Order.

15 1.4. "Allegedly Aggrieved Employee" means, for purposes of Settlement, all current and
16 former non-exempt, hourly-paid employees of Defendant who worked for Defendant
17 in California at any time during the PAGA Period.

18 1.5. "Class" means, for purposes of Settlement, all current and former non-exempt, hourly-
19 paid employees of Defendant who worked for Defendant in California at any time
20 during the Class Period who make up the putative Class

21 1.6. "Class Counsel" means Moon Law Group, PC and Lawyers for Employee and
22 Consumer Rights.

23 1.7. "Class Counsel Fees Payment" means the court-approved amount allocated to Class
24 Counsel for reimbursement of their reasonable attorneys' fees incurred to prosecute the
25 Action, not to exceed one-third of the Gross Settlement Amount.

26 1.8. "Class Counsel Litigation Costs Payment" means the court-approved amount allocated
27 to Class Counsel for reimbursement of their actual litigation costs and expenses
28

incurred to prosecute the Action.

1.9. "Class Data" means Class Member identifying information in Defendant's possession, including each Class Member's full name, last-known mailing and/or email address, Social Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods. Class Data shall be based on Defendant's payroll, personnel, and other business records. At no time during the Settlement process will any Class Member's identifying information, as described in this paragraph be filed with the Court, except under seal and only if ordered by the Court.

1.10. "Class Member" means a member of the putative Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Allegedly Aggrieved Employee).

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

1.12. "Class Notice" means the Court-approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13. "Class Period" means, for purposes of Settlement, the period from August 18, 2021, through August 19, 2026.

1.14. "Class Representative" means the named Plaintiff in the Action, Carlos Gonzalez, seeking Court approval to serve as a class representative for the putative class.

1.15. "Class Representative Enhancement Award" means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiff.

1.16. "Court" means the Superior Court of the State of California for the County of Ventura.

- 1.17. "Defendant" means Thiessen Products, Inc., the named Defendant in the Action.
- 1.18. "Defense Counsel" means Murphy, Pearson, Bradley & Feeney.
- 1.19. "Effective Date" means the first business date after both of the following have occurred:
- (a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final ("Final Judgment"). The Judgment is final as of the latest of the following occurrences:
 - (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment; or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.
- 1.20. "Final Approval Order" means the Court's order granting final approval of the Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties or order of the Court.
- 1.21. "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.
- 1.22. "Final Judgment" means the Judgment entered by the Court Granting Final Approval Order of the Settlement. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment; or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.
- 1.23. "Gross Settlement Amount" means \$295,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, subject to any increase under the escalator clause provided at Section 8 below. The Gross Settlement Amount will be paid via wire transfer to the Administrator. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA

1 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs
2 Payment, the Class Representative Enhancement Award, and the Administration
3 Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant
4 agrees to pay its employer-share of payroll taxes owed on the Wage Portion of
5 Individual Class Payments.

6 1.24. "Individual Class Payment" means a Participating Class Member's pro rata share of the
7 Net Settlement Amount as calculated by the Administrator according to the number of
8 Workweeks worked by Participating Class Members during the Class Period.

9 1.25. "Individual PAGA Payment" means an Allegedly Aggrieved Employee's pro rata share
10 of thirty-five percent (35%) of the PAGA Penalties as calculated by the Administrator
11 according to the number of PAGA Pay Periods worked by Allegedly Aggrieved
12 Employees during the PAGA Period.

13 1.26. "Judgment" means the Judgment entered by the Court upon the Final Approval Order.

14 1.27. "LWDA" means the California Labor and Workforce Development Agency.

15 1.28. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties.

16 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following
17 payments in amounts as approved by the Court: Individual PAGA Payments, LWDA
18 PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees
19 Payment, Class Counsel Litigation Costs Payment, and Administration Expenses
20 Payment. The remainder is to be paid to Participating Class Members through
21 Individual Class Payments.

22 1.30. "Non-Participating Class Member" means any Class Member who opts out of the
23 Settlement by sending the Administrator a valid and timely Request for Exclusion.

24 1.31. "Operative Complaint" means Plaintiff's First Amended Class and Representative
25 Action Complaint, filed on October 22, 2025.

26 1.32. "PAGA" means the California Private Attorneys General Act, Lab. Code §§ 2698, *et*
27 *seq.*

- 1.33. "PAGA Notice" means Plaintiff's August 17, 2025, notice of California Labor Code violations submitted by online filing to the Labor and Workforce Development Agency and by certified mail to Defendant, pursuant to California Labor Code § 2699.3(a), assigned LWDA Case No. LWDA-CM-1119235-25.
- 1.34. "PAGA Pay Period" means any pay period during which an Allegedly Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.
- 1.35. "PAGA Penalties" means \$14,750.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to the Allegedly Aggrieved Employees (\$5,162.50) and sixty-five percent (65%) to the LWDA (\$9,587.50).
- 1.36. "PAGA Period" means, for purposes of Settlement, the period from August 17, 2024, through August 19, 2026.
- 1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.38. "Plaintiff" means Carlos Gonzalez, the named Plaintiff in the Action.
- 1.39. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.
- 1.40. "Qualified Settlement Fund" or "QSF" means a fund established by the Administrator within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*
- 1.41. "Released Class Claims" means the claims being released as described in Section 5.2 below.
- 1.42. "Released PAGA Claims" means the claims being released as described in Section 5.3 below.
- 1.43. "Released Parties" means Defendant and each and all of its former and present directors, officers, shareholders, owners, spouses, domestic partners, members, executives, partners, agents, employees, representatives, contractors, consultants, administrators, legal representatives, attorneys, insurers, predecessors, successors, assigns, direct and

indirect subsidiaries, affiliates, and/or any individual or entity which could be considered to have jointly employed the Class Members or Allegedly Aggrieved Employees or which could be jointly liable with any of the foregoing.

1.44. "Request for Exclusion" means a Class Member's submission to the Administrator of a signed, written request to be excluded from the Class portion of the Settlement. Class Members and Allegedly Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.

1.45. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may fax, email or mail/postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline.

1.46. "Settlement" means the disposition of the Action effected by this Agreement and entry of the Final Approval Order and Judgment.

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

2. RECITALS.

2.1. On August 18, 2025, Plaintiff commenced this Action by filing a Class Action Complaint in the Ventura County Superior Court alleging eight causes of action against Defendant for (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide

Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*].

2.2. On August 17, 2025, pursuant to Labor Code § 2699.3(a), Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant allegedly violated, and paid the required filing fee. The LWDA assigned Plaintiff's notice Case No. LWDA-CM-1119235-25. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations.

2.3. On October 22, 2025, Plaintiff filed the First Amended Class and Representative Action Complaint ("FAC") to add a ninth cause of action for civil penalties pursuant to PAGA [Cal. Lab. Code §§ 2698, *et seq.*]. The Complaint was amended as a matter of right pursuant to Cal. Lab. Code § 2699.3. Accordingly, the Operative Complaint alleges the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194, and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

2.4. On October 28, 2025, in compliance with PAGA, Plaintiff submitted to the LWDA a conformed copy of the FAC containing the Court-assigned case number. To date, the LWDA has not sought to investigate the claims or intervene in this Action.

2.5. On February 20, 2026, Defendant filed its Answer to the FAC, denying the allegations and asserting numerous affirmative defenses.

2.6. The Parties agreed to participate in early mediation subject to Defendant's production

1 of informal discovery. The formal discovery in this Action was stayed pursuant to a
2 Court order. Prior to mediation, Defendant produced class-related data points, a 20%
3 sampling of employee time and pay data, Employee Handbooks, Plaintiff's time and
4 pay records, and Plaintiff's personnel records. Plaintiff's Counsel retained a statistics
5 expert to analyze and extrapolate the sampling data to evaluate Defendant's potential
6 exposure.

7 2.7. On June 19, 2026, the Parties participated in a mediation with experienced neutral
8 Lonnie Giamela, Esq., which led to this Agreement to settle the Action (the
9 "Mediation"). Based on their own independent investigation and evaluation of the
10 claims, facts, and law, Plaintiff and Class Counsel are of the opinion that the Settlement
11 on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best
12 interest of the Class and the LWDA considering all known facts and circumstances,
13 including the risk of significant delay, the risk that class claims may not be certified,
14 and numerous potential appellate issues.

15 2.8. Defendant denies the allegations in the Operative Complaint in their entirety, denies
16 any failure to comply with any laws, including, but not limited to, the laws identified in
17 the Operative Complaint, and denies any and all liability for the causes of action alleged
18 in the Operative Complaint and contends that the Action is meritless. Defendant further
19 denies that, for any purpose other than settling the Action, the Action is appropriate or
20 suitable for class or representative treatment. Nothing in this Agreement is intended to
21 or will be construed as an admission by Defendant that the claims in this Action have
22 merit or that Defendant bears any liability to Plaintiff, the Class Members, or the
23 Allegedly Aggrieved Employees on those claims or any other claims. Nevertheless,
24 Defendant has taken into account the uncertainty and risk inherent in any litigation and
25 has also concluded that further defense of the Action would be protracted and
26 expensive. Defendant, therefore, has determined that it is desirable and beneficial that
27 the Action be settled in a manner and upon the terms and conditions set forth in this
28

Agreement.

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel, and Defense Counsel agree that neither this Settlement nor the acts to be performed or judgments to be entered pursuant to this Settlement 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. The Parties also represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.11. Stipulation for Class Certification and Representative Treatment. For Settlement Purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not Request Exclusion from the Settlement Class may conditionally be certified as a settlement class and that the Allegedly Aggrieved Employees are appropriate for representative treatment for the purpose of settlement only. This stipulation to certification and representative treatment is proper and shall not be admissible in this or in any other 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 and representative treatment as part of the Settlement shall become null and void ab initio and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification or representative treatment would be appropriate in a non-settlement context.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$295,000.00, subject to any increase under the escalator clause in Section 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator shall

1 disburse the entire Gross Settlement Amount without asking or requiring any Class
2 Member to submit a claim as a condition of payment. None of the Gross Settlement
3 Amount shall revert to Defendant.

4 3.2. Payments from the Gross Settlement Amount. The Administrator shall make and
5 deduct the following payments from the Gross Settlement Amount, in amounts as
6 approved by the Court and specified in the Final Approval Order:

7 3.2.1. To Plaintiff: A Class Representative Enhancement Award to Plaintiff as the
8 Class Representative of not more than \$7,500.00, in addition to any Individual
9 Class Payment and Individual PAGA Payment that Plaintiff is eligible to
10 receive. As part of the motion for Class Counsel Attorneys' Fees and Litigation
11 Costs Payments, Plaintiff will seek Court approval for the Class Representative
12 Enhancement Award no later than sixteen (16) court days prior to the Final
13 Approval Hearing. Defendant will not oppose Plaintiff's request for a Class
14 Representative Enhancement Award that does not exceed this amount. If the
15 Court approves a Class Representative Enhancement Award less than the
16 amount requested, the Administrator shall allocate the remainder to the Net
17 Settlement Amount. The Administrator shall pay the Class Representative
18 Enhancement Award using an IRS Form 1099-MISC. Plaintiff assumes full
19 responsibility and liability for any taxes owed on the Class Representative
20 Enhancement Award.

21 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
22 of the Gross Settlement Amount, currently estimated to be \$98,333.33, and a
23 Class Counsel Litigation Costs Payment for reimbursement of actual litigation
24 costs incurred by Plaintiff's Counsel not to exceed \$35,000.00. Plaintiff and/or
25 Class Counsel will file a motion for Class Counsel Attorneys' Fees and
26 Litigation Costs Payments no later than sixteen (16) court days prior to the Final
27 Approval Hearing. Defendant will not oppose requests for the Class Counsel
28

1 Fees Payment provided it does not exceed one-third of the Gross Settlement
2 Amount. If the Court approves payments less than the amounts requested, the
3 Administrator shall allocate the remainder to the Net Settlement Amount.
4 Released Parties shall have no liability to Class Counsel or any other Plaintiff's
5 counsel arising from any claim to any portion of any Class Counsel Fees
6 Payment and/or Class Counsel Litigation Costs Payment. The Administrator
7 shall pay the Class Counsel Fees Payment and Class Counsel Litigation Costs
8 Payment using one or more IRS 1099 Forms. Class Counsel assume full
9 responsibility and liability for any taxes owed on the Class Counsel Fees
10 Payment and Litigation Costs Payment, and hold Defendant harmless, and
11 indemnify Defendant, from any dispute or controversy regarding any division
12 or sharing of any of these payments.

13 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
14 \$6,350.00 except for a showing of good cause and as approved by the Court.
15 To the extent actual expenses are less and/or the Court approves payment less
16 than the requested amount, the Administrator shall allocate the remainder to the
17 Net Settlement Amount.

18 3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be
19 calculated by the Administrator by (a) dividing the Net Settlement Amount by
20 the total number of Workweeks worked by all Participating Class Members
21 during the Class Period and (b) multiplying the result by the number of
22 Workweeks worked by each individual Participating Class Member.

23 3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
24 each Participating Class Member's Individual Class Payment shall be
25 allocated to settlement of wage claims (the "Wage Portion"). The Wage
26 Portion is subject to tax withholding and shall be reported on IRS W-2
27 Forms by the Administrator. The remaining eighty percent (80%) of
28

1 each Participating Class Member's Individual Class Payment shall be
2 allocated to settlement of claims for penalties and interest (the "Non-
3 Wage Portion"). The Non-Wage Portion is not subject to withholdings
4 and shall be reported on IRS 1099-MISC Forms by the Administrator.
5 Participating Class Members assume full responsibility and liability for
6 any employee taxes owed on their Individual Class Payment.

7 3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual
8 Class Payments. Non-Participating Class Members shall not receive any
9 Individual Class Payment. The Administrator shall retain amounts equal
10 to their Individual Class Payments in the Net Settlement Amount for
11 distribution to Participating Class Members on a pro rata basis.

12 3.2.5. To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the
13 total amount of \$14,750.00 to be paid from the Gross Settlement Amount, shall
14 be distributed as sixty-five percent (65%) (\$9,587.50) to the LWDA through a
15 LWDA PAGA Payment and thirty-five percent (35%) (\$5,162.50) to Allegedly
16 Aggrieved Employees through Individual PAGA Payments.

17 3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by
18 (a) dividing the amount of the Allegedly Aggrieved Employees' thirty-
19 five percent (35%) share of PAGA Penalties (\$5,162.50) by the total
20 number of PAGA Pay Periods worked by all Allegedly Aggrieved
21 Employees during the PAGA Period and (b) multiplying the result by
22 the number of PAGA Pay Periods worked by each individual Allegedly
23 Aggrieved Employee. Individual PAGA Payments shall be treated as
24 one hundred percent (100%) penalties for tax purposes. Allegedly
25 Aggrieved Employees assume full responsibility and liability for any
26 taxes owed on their Individual PAGA Payment. Individual PAGA
27 Payments are not subject to withholdings and shall be reported on IRS
28

1099-MISC Forms by the Administrator.

3.2.5.b.If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Allegedly Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that as of the date of the Parties' mediation on June 19, 2026, there are approximately 140 Class Members who collectively worked a total of approximately 14,199 Workweeks, and approximately 85 Allegedly Aggrieved Employees who collectively worked 2,523 PAGA Pay Periods.

4.2. Class Data. Not later than twenty-one (21) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within twenty one (21) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll

1 taxes by transmitting the funds into the Qualified Settlement Fund established and
2 maintained by the Administrator.

3 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
4 Defendant fully funds the amounts owed under the Settlement, the Administrator shall
5 mail checks for all Individual Class Payments, all Individual PAGA Payments, the
6 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
7 Fees Payment, the Class Counsel Litigation Costs Payment, and the Class
8 Representative Enhancement Award. Disbursement of the Class Counsel Fees
9 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative
10 Enhancement Award shall not precede disbursement of Individual Class Payments and
11 Individual PAGA Payments.

12 4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them via First Class United States Postal
14 Service ("USPS") Mail with postage prepaid. The face of each check shall
15 prominently state the date (not less than 180 days after the date of mailing) when
16 the check will be voided (the "Void Date"). The Administrator shall send checks
17 for Individual Class Payments to all Participating Class Members and checks
18 for Individual PAGA Payments to all Allegedly Aggrieved Employees
19 (including Non-Participating Class Members who qualify as Allegedly
20 Aggrieved Employees), including to those for whom their Class Notice was
21 returned undelivered. The Administrator may send Participating Class
22 Members a single check combining their Individual Class Payment and
23 Individual PAGA Payment. Before mailing any checks, the Administrator must
24 update recipients' mailing addresses using the National Change of Address
25 Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
27 Members whose checks are returned undelivered without a forwarding address.
28

1 Within seven (7) calendar days of receiving a returned check, the Administrator
2 must re-mail checks to the forwarding address provided or, if none was
3 provided, to an updated address ascertained through the Class Member Address
4 Search. The Administrator need not take further steps to deliver checks to Class
5 Members whose re-mailed checks are returned as undelivered a second time.
6 The Administrator shall promptly send a replacement check to any Class
7 Member whose original check was lost or misplaced, or as requested by the
8 Class Member prior to the Void Date.

9 4.4.3. For any Class Member whose Individual Class Payment and/or Individual
10 PAGA Payment is uncashed after the Void Date, the Administrator shall cancel
11 those checks and transmit the funds represented by such checks in accordance
12 with the requirements of California Code of Civil Procedure section 384(b).
13 Specifically, the uncashed funds shall be transmitted to CASA of Ventura
14 County, a child advocacy group for Foster children, as the *Cy Pres* recipient. A
15 Participating Class Member and/or Allegedly Aggrieved Employee's failure to
16 negotiate or receive their check shall nevertheless remain bound by the
17 Settlement and the releases contained herein. Accordingly, the Parties'
18 respective counsel attest that there will be no "unpaid residue" subject to the
19 requirements of California Code of Civil Procedure section 384, subdivision
20 (b).

21 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
22 shall not obligate Defendant to confer any additional benefits or make any
23 additional payments to Class Members (such as 401(k) contributions or
24 bonuses) beyond those specified in this Agreement.
25
26
27
28

1 **5. RELEASES OF CLAIMS.** Effective upon entry of the Court's Final Approval Order and
2 Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes,
3 Plaintiff, Class Members, and Allegedly Aggrieved Employees will release claims against the Released
4 Parties as follows:

5 5.1. Plaintiff's General Release. Plaintiff, on behalf of himself and each of his former and
6 present heirs, representatives, spouses, agents, attorneys, successors, and assigns
7 stipulates and agrees to 1 generally release and forever discharge Defendant the
8 Released Parties from any and all claims, demands, rights, liabilities and causes of
9 action of every nature and description whatsoever, known and unknown, asserted and
10 not asserted, which Plaintiff has or may have against the Released Parties as of the date
11 of execution of this Agreement ("Plaintiff's General Release"). Plaintiff acknowledges
12 that Plaintiff may discover facts and/or law different from, and/or in addition to, the
13 facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
14 that Plaintiff's General Release shall be and remain effective in all respects,
15 notwithstanding the existence of such different and/or additional facts and/or law or
16 Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General
17 Release does not extend to any claims or actions to enforce this Agreement or the
18 Settlement, to any claims for vested benefits, unemployment benefits, disability
19 benefits, social security benefits or workers' compensation benefits that arose at any
20 time, to any claims that are not releasable as a matter of law or public policy, or to any
21 claims arising after the date of Plaintiff's signature on this Agreement.

22 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiff's General Release, Plaintiff expressly waives and
24 relinquishes the provisions, rights, and benefits, if any, of California Civil Code
25 section 1542, which reads:

26 *A general release does not extend to claims that the creditor or releasing party*
27 *does not know or suspect to exist in his or her favor at the time of executing the*
28

1 *release and that, if known by him or her, would have materially affected his or*
2 *her settlement with the debtor or released party.*

3 5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, release the Released Parties from all claims that
6 were alleged in Plaintiff's Operative Complaint, or that reasonably could have been
7 alleged based solely on the facts asserted therein, including but not limited to (1) failure
8 to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide
9 meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay
10 final wages at termination; (6) failure to provide accurate itemized wage statements; (7)
11 failure to indemnify necessary business expenses; (8) unfair business practices; (9)
12 statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12)
13 any other claims arising out of or related to the Operative Complaint during the Class
14 Period ("Released Class Claims"). The Released Class Claims exclude any claims for
15 vested benefits, unemployment benefits, disability benefits, social security benefits or
16 workers' compensation benefits that arose at any time, any claims that are not releasable
17 as a matter of law or public policy, and any claims arising outside the Class Period.

18 5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of
19 themselves and all Allegedly Aggrieved Employees and their respective former and
20 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
21 the Released Parties from all claims for civil penalties pursuant to the California Private
22 Attorneys General Act of 2004, Lab. Code §§ 2698, *et seq.*, which were alleged in
23 Plaintiff's PAGA Notice and in Plaintiff's Operative Complaint, or that reasonably
24 could have been alleged based on the facts stated therein ("Released PAGA Claims")
25 and ascertained in the course of the Action including, but not limited to, (1)) failure to
26 pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide
27 meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay
28

1 final wages at termination; (6) failure to provide accurate itemized wage statements; (7)
2 failure to indemnify necessary business expenses; (8) unfair business practices; (9)
3 statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12)
4 any other claims arising out of or related to the Operative Complaint The Released
5 PAGA Claims include only claims for penalties under PAGA that arose during the
6 PAGA Period.

7 5.4. Date Releases Become Effective. The released claims described in Sections 5.1 through
8 5.3 above shall become effective upon entry of the Court's Final Approval Order and
9 Defendant's full funding of the Gross Settlement Amount and its employer-share of
10 payroll taxes.

11 **6. MOTION FOR PRELIMINARY APPROVAL.**

12 6.1. Plaintiff's Responsibilities. Plaintiff shall prepare and file all documents necessary for
13 obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in
14 support of the motion for preliminary approval that includes an analysis of the
15 Settlement and a request for approval of the PAGA portion of the Settlement under
16 California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary
17 settlement approval and approving the proposed Class Notice; (iii) a signed declaration
18 from the Administrator attaching its bid for administering the Settlement and attesting
19 to its willingness to serve, competency, operative procedures for protecting the security
20 of Class Data, amounts of insurance coverage for any data breach, defalcation of funds,
21 or other misfeasance, all facts relevant to any actual or potential conflicts of interest
22 with Class Members, and the nature and extent of any financial relationship with
23 Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from
24 Plaintiff confirming willingness and competency to serve as the Class Representative,
25 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
26 Members and/or the Administrator; (v) signed declarations from Class Counsel
27 attesting to competency to represent Class Members and timely transmission to the
28

1 LWDA of all necessary PAGA documents (Plaintiff's PAGA Notice [Lab. Code §
2 2699.3(a)], the Operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement
3 [Lab. Code § 2699(s)(2)]); and (vi) all facts relevant to any actual or potential conflicts
4 of interest with Class Members and/or the Administrator.

5 6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt
6 hearing date for the motion for preliminary approval. Class Counsel and Defense
7 Counsel are jointly responsible for appearing in Court to advocate in favor of the motion
8 for preliminary approval. Class Counsel is responsible for delivering the Preliminary
9 Approval Order to the Administrator.

10 6.3. Duty to Cooperate. If the Court does not grant preliminary approval outright, or
11 conditions a preliminary approval on any material change to this Agreement, Class
12 Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties
13 by meeting, in person or by telephone, and in good faith, to modify the Agreement and
14 otherwise satisfy the Court's concerns.

15 6.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
16 Defense Counsel separately agree that until the Motion for Preliminary Approval of
17 Settlement is filed, they and each of them will not disclose, disseminate, or publicize
18 any of the terms of the Agreement or Settlement, directly or indirectly, to any person,
19 corporation, association, government agency, or other entity except as outlined below.
20 Each Party, Class Counsel and Defense Counsel agree not to, directly or indirectly,
21 initiate or respond to any conversation or other communication, before the filing of the
22 Motion for Preliminary Approval, with any third party regarding this Agreement,
23 except in response to any inquiries, for which Plaintiff and Class Counsel will state that
24 "the case was resolved," or similar words to that effect. Notwithstanding the foregoing,
25 nothing in this Section is intended to prohibit: (i) Plaintiff from disclosing the settlement
26 with his immediate family members, spouses or domestic partners, attorneys,
27 accountants, tax advisors, or taxing authorities, all of whom will be instructed to keep
28

1 this Agreement confidential; (ii) in response to a Court order or subpoena; (iii) in
2 response to an inquiry or subpoena issued by a state or federal government agency; (iv)
3 to comply with required financial reporting. (Each Party agrees to immediately notify
4 the other Party of any agency order, inquiry, or subpoena seeking such information.)(v)
5 Class Counsel from disclosing the settlement to tax advisors or taxing authorities; (vi)
6 Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other
7 Class Members; (vii) Class Counsel from communicating with Plaintiff or providing
8 Plaintiff with legal representation; or (viii) Class Counsel from making a limited
9 disclosure to the Court and the LWDA for purposes of obtaining settlement approval
10 or enforcing the Settlement.

11 **7. SETTLEMENT ADMINISTRATION.**

12 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
13 Administrator and have verified that, as a condition of appointment, the Administrator
14 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
15 in this Agreement in exchange for the Administration Expenses Payment. The Parties
16 and their respective counsel represent that they have no interest or relationship,
17 financial or otherwise, with the Administrator, other than a professional relationship
18 arising out of prior experiences administering settlements.

19 7.2. Employer Identification Number. The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings
21 and providing reports to state and federal tax authorities.

22 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
23 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
24 Regulation section 468B-1, 26 CFR section 1.468B-1 *et seq.* The Parties agree that the
25 QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code
26 and shall be administered by the Administrator as such.

27 7.4. Notice to Class Members.
28

1 7.4.1. No later than three (3) business days after receipt of the Class Data, the
2 Administrator shall notify Class Counsel that the list has been received and state
3 the number of Class Members, Allegedly Aggrieved Employees, Workweeks,
4 and PAGA Pay Periods contained in the Class Data.

5 7.4.2. Using its best efforts to perform as soon as possible, and in no event later than
6 fourteen (14) calendar days after receiving the Class Data, the Administrator
7 shall send to all Class Members identified in the Class Data, via first-class USPS
8 mail, the Class Notice, in the form, without material variation, attached hereto
9 as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts
10 of any Individual Class Payment and/or Individual PAGA Payment payable to
11 the Class Member, and the number of any Workweeks and PAGA Pay Periods
12 used to calculate these amounts. Before mailing the Class Notice, the
13 Administrator shall update Class Member addresses using the National Change
14 of Address database.

15 7.4.3. Not later than three (3) business days after the Administrator's receipt of any
16 Class Notice returned by the USPS as undelivered, the Administrator shall re-
17 mail the Class Notice using any forwarding address provided by the USPS. If
18 the USPS does not provide a forwarding address, the Administrator shall
19 conduct a Class Member Address Search and shall re-mail the Class Notice to
20 the most current address obtained. The Administrator has no obligation to make
21 further attempts to locate or send Class Notices to Class Members whose Class
22 Notice is returned as undelivered by the USPS a second time.

23 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
24 submitting Objection Forms, Workweek and/or PAGA Pay Period challenges,
25 and Request for Exclusion Forms shall be extended an additional 14 calendar
26 days beyond the Response Deadline otherwise provided in the Class Notice.
27 The Administrator shall inform the Class Member of the extended Response
28

Deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the Response Deadline, whichever date is later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from the Class Settlement may opt-out by sending the Administrator a Request for Exclusion, which reasonably communicates the Class Member's desire to opt-out of the Settlement and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes), and identifies the Action as *Carlos Gonzalez v. Thiessen Products, Inc.* (Ventura Case No. 2025CUOE049346). The Request for Exclusion must be signed and dated by the Class Member or his/her legal representative. To be timely, a Request for Exclusion must be emailed or mailed, and transmitted or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's

determination shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion shall be deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Section 5.2 above, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and not entitled to an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5.5. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Allegedly Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Section 5.3 above and shall receive an Individual PAGA Payment.

7.6. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the deadline to opt-out has expired.

7.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class

1 Member shall have the opportunity to challenge the number of Workweeks and PAGA
2 Pay Periods allocated to that Class Member as reported in the Class Notice. The Class
3 Member may challenge the allocation by communicating with the Administrator. Any
4 challenges must be emailed or mailed, and transmitted or postmarked by the Response
5 Deadline. The Administrator must encourage the challenging Class Member to submit
6 supporting documentation. In the absence of any contrary documentation, the
7 Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods
8 reported in the Class Notice are correct so long as they are consistent with the Class
9 Data. The Administrator's determination of each Class Member's allocation of
10 Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
11 susceptible to challenge. The Administrator shall promptly provide copies of all
12 challenges to Defense Counsel as well as the Administrator's determination regarding
13 the challenges.

14 7.8. Objections to Settlement.

15 7.8.1. Participating Class Members may object to the class action components of the
16 Settlement, including, without limitation, contesting the fairness of the
17 Settlement and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Costs Payment, and/or Class Representative Enhancement
19 Award.

20 7.8.2. Participating Class Members may object by sending the Administrator a timely
21 and valid written Objection, which reasonably communicates the Class
22 Member's basis for objecting and includes the Class Member's full name,
23 current mailing address, last four digits of their Social Security Number (for
24 verification of identity purposes), signature; includes copies of any documents
25 upon which the objection is based; and identifies the Action as *Carlos Gonzalez*
26 *v. Thiessen Products, Inc.* (Ventura Case No. 2025CUOE049346). The written
27 Objection must also be signed and dated by the Class Member or his/her legal
28

1 representative. To be valid, the written Objection must be timely emailed or
2 mailed, and transmitted or postmarked by the Response Deadline.

3 7.8.3. In the alternative and/or in addition to submitting a written objection,
4 Participating Class Members may appear, either personally or hire an attorney
5 to appear on his or her behalf, in Court to present verbal objections at the Final
6 Approval Hearing. It is not required that an objecting party appear at the Final
7 Approval Hearing for any written Objection by that party to be considered.

8 7.8.4. Non-Participating Class Members have no right to object to any of the class
9 action components of the Settlement.

10 7.8.5. Class Members who fail to make objections in the manner specified in the
11 Notice shall be deemed to have waived any objections and shall be foreclosed
12 from making any objection, whether by appear or otherwise, to this Agreement.

13 7.9. Administrator Duties.

14 7.9.1. Website, Toll-Free Number and Email. The Administrator will establish,
15 maintain, and monitor a toll-free telephone number and email address to receive
16 Class Member inquiries and use an internet website to post information of
17 interest to Class Members, including the date, time, and location for the Final
18 Approval Hearing and how to obtain copies of the Settlement, motion for
19 preliminary approval, the Preliminary Approval Order, the Class Notice,
20 motion for final approval, and the Final Approval Order and Judgment.

21 7.9.2. Requests for Exclusion, Exclusion List, and Objections. The Administrator shall
22 promptly review, on a rolling basis, Requests for Exclusion and written
23 Objections to ascertain their validity and timeliness. No later than five (5)
24 business days after the Response Deadline, the Administrator shall email a list
25 to Class Counsel and Defense Counsel containing (a) the names of Class
26 Members who have submitted valid and timely Requests for Exclusion (the
27 "Exclusion List") or written Objections; (b) the names of Class Members who
28

1 have submitted invalid and/or untimely Requests for Exclusion or written
2 Objections; and (c) copies of all Requests for Exclusion or written Objections
3 submitted (whether valid or invalid, timely or untimely).

4 7.9.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written
5 reports to Class Counsel and Defense Counsel that, among other things, tally
6 the number of: Class Notices mailed, re-mailed, or returned undelivered;
7 Requests for Exclusion received (whether valid or invalid, timely or untimely);
8 written Objections received (whether valid or invalid, timely or untimely);
9 challenges to Workweeks and/or PAGA Pay Periods received and/or resolved;
10 and checks mailed for Individual Class Payments and Individual PAGA
11 Payments ("Weekly Reports"). The Weekly Reports must include the
12 Administrator's assessment of Requests for Exclusion, written Objections, and
13 challenges to Workweek and/or PAGA Pay Periods.

14 7.9.4. Administrator's Declaration. No later than fourteen (14) calendar days before
15 the date by which Plaintiff is required to file the motion for final approval of the
16 Settlement, the Administrator shall provide to Class Counsel and Defense
17 Counsel a signed declaration suitable for filing in Court, attesting to its due
18 diligence and compliance with all of its obligations under this Agreement,
19 including, without limitation, its mailing of the Class Notice, the Class Notices
20 returned as undelivered, the re-mailing of Class Notices, attempts to locate
21 Class Members, the Response Deadline and any extended deadline for re-
22 mailed Class Notices, the total number of Requests for Exclusion Forms
23 received (both valid or invalid, timely or untimely), and the number of
24 Objection Forms received (both valid or invalid, timely or untimely). The
25 Administrator will supplement its declaration as needed or requested by the
26 Parties and/or the Court. Class Counsel is responsible for filing the
27 Administrator's declaration(s) in Court.
28

1 7.9.5. Final Report by Settlement Administrator. Within ten (10) business days after
2 the Administrator disburses all funds in the Gross Settlement Amount, the
3 Administrator shall provide Class Counsel and Defense Counsel with a final
4 report detailing its disbursements by employee identification number only of all
5 payments made under this Agreement. At least fourteen (14) calendar days
6 before any deadline set by the Court, the Administrator shall prepare and submit
7 to Class Counsel and Defense Counsel a signed declaration suitable for filing
8 in Court attesting to its disbursement of all payments required under this
9 Agreement. Class Counsel is responsible for filing the Administrator's
10 declaration in Court.

11 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

12 The Gross Settlement Amount was negotiated based on Defendant's estimate that as of the date
13 of the Parties' mediation on June 19, 2026, there are 14,199 aggregate Workweeks worked by Class
14 Members between August 18, 2021, through June 19, 2026. If the actual number of Workweeks during
15 this timeframe is more than 10% of the estimated count (i.e., if the actual number of Workweeks is
16 more than 15,619), Defendant agrees to increase the Gross Settlement Amount by the proportional
17 percentage amount above 10%, (e.g. if the number of additional Workweeks increases by 1% above
18 15,619, the Gross Settlement Amount will increase by 1%).

19 **9. MOTION FOR FINAL APPROVAL.**

20 9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared
21 Final Approval Hearing, Plaintiff will file in Court a notice and motion for final
22 approval of the Settlement that includes a request for approval of the PAGA portion of
23 the Settlement under California Labor Code section 2699(s)(2) and a proposed order
24 granting final approval and judgment. Class Counsel and Defense Counsel will
25 expeditiously meet and confer, in person or by telephone, and in good faith, to resolve
26 any disagreements concerning the motion for final approval. Class Counsel is
27 responsible for timely delivering the Final Approval Order and Judgment to the
28

1 Administrator and the LWDA.

2 9.2. Response to Objections. Each Party retains the right to respond to any Objection raised
3 by a Participating Class Member, including the right to file responsive documents in
4 Court no later than five (5) court days prior to the Final Approval Hearing, or as
5 otherwise ordered or accepted by the Court.

6 9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the
7 Court conditions approval on any material change to the Settlement, the Parties agree
8 to expeditiously work together, and in good faith, to modify the terms of the Settlement
9 and/or otherwise address the Court's concerns. The Court's decision to award less than
10 the amounts requested for the Class Representative Enhancement Award, Class
11 Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration
12 Expenses Payment shall not constitute a material modification to the Agreement within
13 the meaning of this Section.

14 9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this
15 Agreement will be final, binding, and enforceable pursuant to California Code of Civil
16 Procedure section 664.6. The Parties further agree that the Ventura County Superior
17 Court will have continuing jurisdiction over the Parties, the Action, this Agreement,
18 and the Settlement, including following any entry of Judgment for purposes of
19 enforcement, interpretation, settlement administration, and any post-Judgment issues
20 that arise. The prevailing party in any litigation for enforcement of settlement shall be
21 entitled to reasonable attorneys' fees and litigation costs as determined by the Court.

22 9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is
23 consistent with the terms and conditions of this Agreement, the Parties, their respective
24 counsel, and all Participating Class Members waive all rights to appeal from the Final
25 Approval Order and Judgment, including all rights to post-Judgment and appellate
26 proceedings, the right to file motions to vacate judgment, motions for new trial,
27 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
28

1 the right to oppose such motions, writs, or appeals. If an objector appeals the Final
2 Approval Order and Judgment, the Parties' obligations to perform under this Agreement
3 will be suspended until such time as the appeal is finally resolved and Judgment
4 becomes final, except as to matters that do not affect the Net Settlement Amount.

5 9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
6 reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a
7 material modification of this Agreement (including, but not limited to, the scope of
8 release to be granted by Class Members), this Agreement shall be null and void. The
9 Parties shall nevertheless expeditiously work together, and in good faith, to address the
10 appellate court's concerns and to obtain final approval of the Settlement and entry of
11 Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably
12 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's
13 award of the Class Representative Enhancement Award or any payments to Class
14 Counsel shall not constitute a material modification of Judgment within the meaning of
15 this Section, so long as the Gross Settlement Amount is not reduced.

16 9.7. Amended Judgment. If any amended judgment is required under California Code of
17 Civil Procedure section 384, the Parties will work together, and in good faith, to jointly
18 prepare and submit a proposed amended judgment.

19 **10. ADDITIONAL PROVISIONS.**

20 10.1. No Admission of Liability, Class Certification, or Representative Manageability for
21 Other Purposes. This Settlement represents a compromise and settlement of highly
22 disputed claims. Nothing in this Agreement is intended or should be construed as an
23 admission by Defendant that any of the allegations in the Action, Operative Complaint,
24 and PAGA Notice have merit or that Defendant has any liability for any claims asserted;
25 nor should it be intended or construed as an admission by Plaintiff that Defendant's
26 affirmative defenses in the Action have any merit. The Parties agree that class
27 certification and representative treatment is for purposes of this Settlement only. If, for
28

1 any reason, the Court does not grant preliminary and/or final approval of the Settlement,
2 or enter Judgment, Defendant reserves the right to contest certification of any class for
3 any reasons and reserves all available defenses to the claims in the Action, and Plaintiff
4 reserves the right to move for class certification on any grounds available and to contest
5 Defendant's affirmative defenses. The Settlement, this Agreement, and the Parties'
6 willingness to settle the Action will have no bearing on, and will not be admissible in
7 connection with, any litigation (except for proceedings to enforce or effectuate the
8 Settlement and this Agreement).

9 10.2. No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement
11 or appeal from the Final Approval Order and Judgment. Nothing in this Section shall
12 be construed to restrict Class Counsel's ability to communicate with Class Members in
13 accordance with any ethical and fiduciary obligations owed to Class Members.

14 10.3. No Press Releases/Advertisements. Plaintiff and Class Counsel agree to limit their
15 statements regarding the terms of the Settlement, whether oral, written, or electronic
16 (including the World Wide Web), to say the class action has been resolved and that
17 Plaintiff and Class Counsel are satisfied with the Settlement terms. This Settlement
18 shall not be advertised or mentioned on any source, including Plaintiff's Counsel's
19 personal or firm website, except as required by law, as required under the terms of the
20 Settlement, or as required under counsel's duties and responsibilities as Class Counsel.

21 10.4. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
22 Agreement, together with its attached exhibits, shall constitute the entire agreement
23 between the Parties relating to the alleged class and PAGA claims in the Action,
24 superseding any and all oral representations, warranties, covenants, or inducements
25 made to or by any Party.

26 10.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
27 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived
28

1 at this Agreement after arm's-length negotiations and in the context of adversarial
2 litigation, taking into account all relevant factors, present and potential. The Parties
3 further acknowledge that they are each represented by competent counsel and that they
4 have had an opportunity to consult with their counsel regarding the fairness and
5 reasonableness of this Settlement.

6 10.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
7 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
8 appropriate action required or permitted to be taken by such Parties pursuant to the
9 Settlement to effectuate its terms, and to execute any other documents reasonably
10 required to effectuate the terms of Settlement, including any amendments to this
11 Agreement.

12 10.7. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
13 the Court will first attempt to construe the provision as valid to the fullest extent
14 possible consistent with applicable precedents. The Parties agree that if any provision
15 of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be
16 severed from this Agreement. The legality of the Settlement and the remaining
17 provisions will not be affected by a finding that any provision of this Agreement is
18 illegal, invalid, or unenforceable.

19 10.8. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
20 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
21 constitute a further waiver by such party of the same or any other condition, covenant,
22 right, or remedy.

23 10.9. Cooperation. The Parties and their respective counsel will cooperate with each other
24 and use their best efforts, and in good faith, to implement the Settlement by, among
25 other things, modifying this Agreement and/or submitting supplemental evidence and
26 supplemental points and authorities as requested by the Court. In the event the Parties
27 are unable to agree upon the form or content of any document necessary to implement
28

1 the Settlement, or on any modification of the Agreement that may become necessary to
2 implement the Settlement, the Parties will seek the assistance of the mediator and/or
3 the Court for resolution.

4 10.10. No Prior Assignments. The Parties separately represent and warrant that they have not,
5 directly or indirectly, assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
7 action, cause of action, or right released and discharged by the Parties in this Settlement.

8 10.11. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
10 be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 10.12. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all
14 Parties and their legal representatives, and as approved by the Court.

15 10.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
16 the benefit of, the successors of each of the Parties.

17 10.14. Applicable Law. The Parties agree that this Agreement will be governed by and
18 interpreted according to the laws of the State of California, without regard to conflict
19 of law principles.

20 10.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
21 this Agreement, and therefore, the Agreement will not be construed against any Party
22 on the basis that the Party was a drafter and participated in the preparation of this
23 Agreement.

24 10.16. Confidentiality. To the extent permitted by law, all agreements made and orders entered
25 during the Action and in this Agreement relating to the confidentiality of information
26 shall survive the execution of this Agreement.

27 10.17. Non-Disparagement. A material and important part of this Agreement is that from the
28

1 date it is signed, moving forward, each Party hereto expressly warrants and represents
2 that it will not make any defamatory, slanderous, or derogatory comments to third
3 parties concerning each other. Each Party agrees that he/she/it will not engage in any
4 conduct or communications with a third party, public or private, designed to, or that a
5 Party should reasonably know would, disparage any of the Parties. Each Party agrees
6 that he/she/it will not directly or indirectly, in any capacity or manner, make, express,
7 transmit, speak, write, verbalize, or otherwise communicate in any way (or cause,
8 further, assist, solicit, encourage, support or participate in any of the foregoing), any
9 remark, comment, message, information, declaration, communication or other
10 statement of any kind, whether verbal, in writing, electronically transferred or
11 otherwise, that might reasonably be construed to be derogatory or critical of, or negative
12 toward any of the Parties or any of their executives, directors, officers, agents, trustees,
13 or beneficiaries, or otherwise take any action which could reasonably be expected to
14 adversely affect the personal or professional reputation of any of the other Parties.

15 10.18. Use of Class Data. Information provided to Class Counsel pursuant to California
16 Evidence Code section 1152, and all copies and summaries of the Class Data provided
17 to Class Counsel by Defendant or Defense Counsel in connection with the mediation,
18 other settlement negotiations, or in connection with the Settlement, may be used only
19 with respect to the Action and the Settlement, and for no other purpose, and may not be
20 used in any way that violates any existing contractual agreement, statute, or rule of
21 court. Not later than ninety (90) days after the date when the Court discharges the
22 Administrator's obligation to provide a Declaration confirming the final pay out of all
23 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data
24 received from Defendant unless, prior to the Court's discharge of the Administrator's
25 obligation, Defendant makes a written request to Class Counsel for the return, rather
26 than the destruction, of Class Data.

27 10.19. Headings. The descriptive heading of any section or paragraph of this Agreement is
28

1 inserted for convenience of reference only and does not constitute a part of this
2 Agreement.

3 10.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
4 be to calendar days. In the event any date or deadline set forth in this Agreement falls
5 on a weekend or legal court holiday, such date or deadline shall be on the first business
6 day thereafter.

7 10.21. Notice. All notices, demands, or other communications between the Parties in
8 connection with this Agreement shall be in writing and deemed to have been duly given
9 as of the third business day after mailing by USPS mail, or the day sent by e-mail or
10 messenger, addressed as follows:

11 To Plaintiff:

12 Kane Moon | E-mail: kmoon@moonlawgroup.com

13 Allen Feghali | E-mail: afeghali@moonlawgroup.com

14 Charlotte Mikat-Stevens | E-mail: cmikat-stevens@moonlawgroup.com

15 **MOON LAW GROUP, PC**

16 725 S. Figueroa Street, 31st Floor

17 Los Angeles, California 90017

18 Colette Mahon | E-mail: cmahon@lfecr.com

19 **LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS**

20 3500 West Olive Avenue, Third Floor

21 Burbank, California 91505

22 To Defendant:

23 Arthur J. Harris | E-mail: aharris@mpbf.com

24 M. Nicole Engler | E-mail: nengler@mpbf.com

25 Priyanka S. Sen | E-mail: PSen@mpbf.com

26 **MURPHY, PEARSON, BRADLEY & FEENEY**

27 550 California Street, 14th Floor

28 San Francisco, California 94104

10.22. Advice of Counsel. The Parties to this Agreement are represented by competent counsel
and have had an opportunity to consult with said counsel. The Parties further agree that
this Agreement reflects a good faith compromise of claims raised in the Action based
upon their independent assessment of the mutual risks regarding the strengths and

1 weaknesses of the claims and the inherent costs and delay that would be involved in
2 continued litigation.

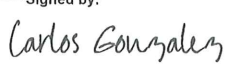
3 10.23. Execution in Counterparts. This Agreement may be executed in one or more
4 counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this
5 Agreement shall be accepted as an original. All executed counterparts and each of them
6 will be deemed to be one and the same instrument if counsel for the Parties will
7 exchange between themselves signed counterparts. Any executed counterpart will be
8 admissible in evidence to prove the existence and contents of this Agreement.

9 10.24. Stay of Litigation. The Parties agree to stay the claims alleged in this Action as of the
10 date of mediation, June 19, 2026, except for purposes of seeking dismissal of class
11 claims and PAGA settlement approval. Pursuant to California Code of Civil Procedure
12 section 583.330, the Parties further agree that the date to bring a case to trial under
13 California Code of Civil Procedure section 583.310 will be extended for the duration
14 of the settlement approval process.

15 *[Signatures on the following page.]*
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **Plaintiff**

2
3 Dated: 7/7/2026

Signed by:

4DA7BE69643C4EA...

By: _____
Carlos Gonzalez

5 **Defendant**

6 Dated: 7/22/26

7
8 By:  _____

Jay Thiessen
Title: Chief Executive Officer
On behalf of Defendant Thiessen Products, Inc.

Exhibit A

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

Carlos Gonzalez v. Thiessen Products, Inc.
Superior Court of California, Ventura County, Case No. 2025CUOE04934

NOTICE: All current and former non-exempt, hourly-paid employees of Thiessen Products, Inc. dba Jims Machining who worked in California at any time from August 18, 2021, to August 19, 2026.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved by the Court and if you are eligible, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment from the Settlement. ¹ If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of Ventura County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Carlos Gonzalez ("Plaintiff") and Defendant Thiessen Products, Inc. ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the Class Period" ("Class Members"). The "Class Period" is August 18, 2021, through August 19, 2026.

In addition, Defendant's records indicate that you are a member of the PAGA Group ("Allegedly Aggrieved Employee"). For purposes of Settlement, "Allegedly Aggrieved Employee" means "all current and former non-

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698 through 2699.8 ("PAGA"), if the Settlement is finally approved and if you are an Allegedly Aggrieved Employee.

exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period." The "PAGA Period" is August 17, 2024, through August 19, 2026.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. *What is the case about?*

On August 18, 2025, Plaintiff Carlos Gonzalez initiated a lawsuit against Defendant entitled *Carlos Gonzalez v. Thiessen Products, Inc.*, Ventura County Superior Court Case No. 2025CUOE04934 ("Action"). On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint, adding a claim for civil penalties under PAGA.

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods or meal period premiums for non-compliant meals, (4) failure to authorize and permit rest periods or pay rest period premiums for non-compliant breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Action and maintains it pays and has paid all Class Members properly and otherwise treated, and continues to treat, all Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff's attorneys as "Class Counsel" to represent all Class Members. You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff and the Class

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Attorneys for Plaintiff and the Class

Colette Mahon
**LAWYERS FOR EMPLOYEE AND
CONSUMER RIGHTS**
3500 West Olive Avenue, Third Floor
Burbank, California 91505
Phone: (323) 375-5101
Fax: (323) 306-5571

Defendant is represented by the following attorneys:

Attorneys for Defendant

Arthur J. Harris
M. Nicole Engler
Priyanka S. Sen
**MURPHY, PEARSON, BRADLEY &
FEENEY**

550 California Street, 14th Floor
San Francisco, California 94104
Phone: (415) 788-1900
Fax: (415) 393-8087

4. *How much is the Settlement for and how much can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$295,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Allegedly Aggrieved Employees, Plaintiff's Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA in the amount of up to one-third (i.e., \$98,333.33) of the GSA as well as reimbursement of their actual litigation costs not to exceed \$35,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of \$7,500.00 for his service as the Class Representative. The Parties are asking that \$14,750.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., \$9,587.50) to be paid to the LWDA and the remaining 35% (i.e., \$5,162.50) to be distributed to the Allegedly Aggrieved Employees through Individual PAGA Payments. The Settlement also provides for an Administration Expenses Payment not to exceed \$6,350.00 to the Administrator.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A "Workweek" refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately ____ **Workweeks** during the Class Period. Accordingly, your Individual Class Payment is estimated to be \$ _____. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to the Allegedly Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Allegedly Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately ____ **PAGA Pay Periods** during the PAGA Period.

Accordingly, your Individual PAGA Payment is estimated to be \$ _____. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, all pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, **2026**. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the Court approved *Cy Pres* recipient, CASA of Ventura County.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement, and you may use the **Objection Form** enclosed with this Notice.

Any Objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Carlos Gonzalez v. Thiessen Products, Inc.* (Ventura County Case No. 2025CUOE04934)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than _____, **2026**. A copy of any Objection will be submitted to the Court

(with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for _____, in **Department 44** of the Ventura County Superior Court, Hall of Justice. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator. To submit a Request for Exclusion, you may use the **Request for Exclusion Form** enclosed with this Notice.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Carlos Gonzalez v. Thiessen Products, Inc.* (Ventura County Case No. 2025CUOE04934)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, **2026**. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Allegedly Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. *When is the Final Approval Hearing?*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on _____, at _____ **a.m./p.m.** in Department 44 of the Ventura County Superior Court, Hall of Justice, located at 800 South Victoria Avenue, Ventura, CA 93009.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 44 for instructions on how to remotely appear or verify the hearing date and time.

8. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. *What claims are being released as part of the Settlement?*

Plaintiff's General Release: Plaintiff, on behalf of himself and each of his former and present heirs, representatives, spouses, agents, attorneys, successors, and assigns stipulates and agrees to generally release and forever discharge Defendant the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement or the Settlement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, to any claims that are not releasable as a matter of law or public policy, or to any claims arising after the date of Plaintiff's signature on the Settlement.

Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "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."

Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiff's Operative Complaint, or that reasonably could have been alleged based solely on the facts asserted therein, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses;

(8) unfair business practices; (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the Operative Complaint during the Class Period ("Released Class Claims").

The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Allegedly Aggrieved Employees: Plaintiff and the LWDA are deemed to release, on behalf of themselves and all Allegedly Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties pursuant to the California Private Attorneys General Act of 2004, Lab. Code §§ 2698, et seq., which were alleged in Plaintiff's PAGA Notice and in Plaintiff's Operative Complaint, or that reasonably could have been alleged based on the facts stated therein ("Released PAGA Claims") and ascertained in the course of the Action including, but not limited to, (1)) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; (8) unfair business practices; (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the Operative Complaint. The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant and each and all of its former and present directors, officers, shareholders, owners, spouses, domestic partners, members, executives, partners, agents, employees, representatives, contractors, consultants, administrators, legal representatives, attorneys, insurers, predecessors, successors, assigns, direct and indirect subsidiaries, affiliates, and/or any individual or entity which could be considered to have jointly employed the Class Members or Allegedly Aggrieved Employees or which could be jointly liable with any of the foregoing.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the *CASA of Ventura County*.

11. How can I get more information?

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as an exhibit to the Declaration of Class Counsel in Support of Motion for Preliminary Settlement Approval.

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Ventura County Superior Court, Hall of Justice, located at 800 South Victoria Avenue, Ventura, CA 93009.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Carlos Gonzalez v. Thiessen Products, Inc.

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

**PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION
REGARDING THIS NOTICE.**

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Carlos Gonzalez v. Thiessen Products, Inc.*, Ventura County Superior Court, Case No. 2025CUOE04934.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Last Four Digits of Social Security Number

Signature

Date

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following address of the Administrator on or before _____, **2026**]:

Carlos Gonzalez v. Thiessen Products, Inc.
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]