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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ROLANDO MAGANA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MILGARD MANUFACTURING, LLC, a
Delaware limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No. 25CV020656

PAGA SETTLEMENT AGREEMENT

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- 1 6. “LWDA” means the California Labor and Workforce Development Agency.
- 2 7. “PAGA Notices” means the letters sent by Plaintiff on September 11, 2025 and April 7,
3 2026 to the California LWDA.
- 4 8. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees
5 and Costs, Service Award, and Settlement Administrator Costs.
- 6 9. “Plaintiff’s Counsel” means Capstone Law APC.
- 7 10. “Released Parties” means Defendant and its past, present, and future parents, affiliates,
8 subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations,
9 shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors,
10 trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or
11 administered by the Released Parties, divisions, units, and branches, and any other persons or entities
12 acting on behalf of or in concert with any of the foregoing.
- 13 11. “Service Award” means the amount to be paid to Plaintiff as payment for his service on
14 behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of his
15 employment with Defendant.
- 16 12. “Settled Claims” means all claims for PAGA penalties that were alleged, or reasonably
17 could have been alleged, based on the Settlement Period facts alleged in the Second Amended
18 Complaint and Plaintiff’s PAGA Notices including, but not limited to, any and all claims for PAGA
19 penalties involving any allegations that Defendant failed to pay all wages due (including minimum
20 wages and overtime wages); failed to provide legally-compliant meal and rest breaks and failed to pay
21 premium pay for missed, late, interrupted or short meal and rest breaks; failed to provide sick and
22 vacation pay; failed to pay reporting time; failed to timely pay all earned wages and compensation; failed
23 to pay reporting time pay; failed to timely pay wages during employment; failed to reimburse necessary
24 business expenses; failed to provide timely final pay; failed to maintain accurate records (including
25 payroll records); failed to provide compliant wage statements; failed to provide notice of material terms
26 of employment; failed to provide accurate itemized wage statement, as well as for violations of Labor
27 Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247,
28 247.5, 248.5, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198,

2699, 2699.3, 2699.5, 2800, 2802, 2810.5, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*

13. “Settlement Period” means September 11, 2024 through December 14, 2025, subject to the escalator clause in paragraph 16(c).

TERMS

14. Gross Settlement Amount. In consideration for Plaintiff’s promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay Four Hundred Seventy-Five Thousand Dollars (\$475,000) (“Gross Settlement Amount”) to settle the Action. The Gross Settlement Amount includes Plaintiff’s attorneys’ fees, litigation costs and expenses, consideration for Plaintiff’s service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

15. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims. Pursuant to PAGA, Sixty-Five Percent (65%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Thirty-Five Percent (35%) will be paid to all Aggrieved Employees according to the following formula:

15(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

15(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:
Settlement Payment = 35% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

15(c) Defendant estimates that Aggrieved Employees worked an aggregate total

of approximately Thirty-Six Thousand Two Hundred (36,200) Pay Periods from September 11, 2024 through December 14, 2025. If the actual aggregate total of Pay Periods worked during the entire Settlement Period is greater than Ten Percent (10%) of this estimate, then Defendant must either: (a) increase the Gross Settlement Amount proportionately for each Pay Period above the Ten Percent (10%) allowance (e.g., if the total number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) advance the end date of the Settlement Period to the last date on which the total number of Pay Periods worked by Aggrieved Employees in aggregate during the Settlement Period is no greater than Thirty-Nine Thousand Eight Hundred Twenty (39,820).

16. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars (\$158,333), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

17. Service Award. For a general release of all claims Plaintiff may have against Defendant arising out of his employment, and for his service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiff for a service award of up to Ten Thousand Dollars (\$10,000) ("Service Award"). Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff individually and on behalf of his former and present spouse(s), representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's employment with Defendant and any act or omission by or

1 on the part of any of the Released Parties committed or omitted prior to the execution hereof. Plaintiff
2 stipulates and agrees that he has expressly waived and relinquished, to the fullest extent permitted by
3 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
4 provision under federal or state law, which provides, which provides:

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

10 18. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force
11 and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the
12 Court.

13 19. This release does not extend to any claims or actions to enforce this Agreement, or to
14 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
15 workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement
16 Period.

17 20. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-
18 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
19 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
20 tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement
21 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there
22 are approximately One Thousand Five Hundred Fifty (1,550) Aggrieved Employees, Settlement
23 Administration Costs are estimated at Ten Thousand Dollars (\$10,000).

24 21. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
25 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
26 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
27 the Settlement Agreement.

28 22. List of Aggrieved Employees. Within thirty (30) calendar days after the Effective Date,

1 Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees
2 (“Aggrieved Employee List”). The Aggrieved Employee List will include, for each Aggrieved
3 Employee, their full name, last known mailing address, telephone number, Social Security number, and
4 the number of pay periods worked during the Settlement Period where feasible. To the extent pay period
5 information is not available, Defendant will provide hire and termination dates sufficient to allow the
6 Settlement Administrator to calculate pay periods.

7 23. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date,
8 Defendant will deposit the entire Gross Settlement Amount into the QSF to be established by the
9 Settlement Administrator (“Funding Date”). Within fourteen (14) calendar days of the funding of the
10 Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the
11 Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The
12 Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued
13 under this Settlement.

14 24. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
15 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
16 explanatory letter (to be translated into Spanish and Hmong), attached as Exhibit A. Prior to mailing, the
17 Settlement Administrator will perform a search based on the National Change of Address Database for
18 information to update and correct for any known or identifiable address changes. Any checks returned as
19 non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class
20 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
21 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search
22 using the name, address or Social Security number of the Aggrieved Employee involved, and will then
23 perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by
24 un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the
25 Settlement Administrator will be distributed pursuant to California to Code of Civil Procedure section
26 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the
27 individual whose check was uncashed.. All settlement payments to Aggrieved Employees will be treated
28 as miscellaneous income for which a 1099 will be issued (to the extent any are required by applicable

1 law).

2 25. Settled Claims. Upon the Funding Date, Plaintiff, the State of California, the LWDA and
3 all Aggrieved Employees will be forever barred from pursuing against the Released Parties any and all
4 Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be
5 deemed to have released any individual wage and hour claims by virtue of this Settlement.

6 26. No Right to Exclusion or Objections by Representative Action Members. Because this
7 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
8 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
9 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
10 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
11 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
12 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

13 27. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
14 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
15 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
16 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
17 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
18 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

23 29. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve
24 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
25 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
26 and the Parties will be returned to their original respective positions.

27 30. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
28 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement

of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

31. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

32. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

33. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

35. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

36. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

37. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that

1 they are each represented by competent counsel and that they have had an opportunity to consult with
2 their counsel regarding the fairness and reasonableness of this Settlement.

3 38. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
4 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
5 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

6 39. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
8 possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement
9 valid and enforceable.

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

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

16 42. Enforcement Action. In the event that one or more of the Parties institutes any legal
17 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
18 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
19 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
20 expert witness fees incurred in connection with any enforcement actions.

21 43. No Publicity. Plaintiff's Counsel agree to discuss the terms of this Settlement only in
22 filings in the Action as required to approve the settlement and in discussions with Aggrieved Employees
23 or the Settlement Administrator in the context of administering this Settlement. Plaintiff's Counsel will
24 not discuss the settlement with any third parties or otherwise publicize the Settlement in any manner,
25 including but not limited to on any website or platform. Plaintiff's Counsel will not use any information
26 about the identities, contact information, or other data provided about the Aggrieved Employees in the
27 Action other than for purposes of the Action. However, for the limited purpose of allowing Plaintiff's
28 Counsel to prove adequacy as counsel in other actions, or for purposes of seeking court approval of other

1 class and PAGA settlements, Plaintiff's Counsel may disclose information available in the public record
2 about the Action and Settlement.

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

8 45. Representation By Counsel. The Parties acknowledge that they have been represented
9 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
10 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
11 in full.

12 46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
13 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
14 Settlement Agreement.

15 47. Binding Agreement. The Parties warrant that they understand and have full authority to
16 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
17 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
18 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
19 under federal or state law.

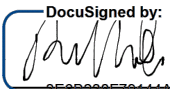
20 48. Denial of Liability. The Parties expressly recognize that the making of this agreement
21 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
22 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
23 discussions or communications, nor any materials prepared, exchanged, issued or used during the
24 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
25 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
26 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
27 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
28 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its

purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IT IS SO STIPULATED.

PLAINTIFF

Dated: 7/22/2026

DocuSigned by:

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Rolando Magana

DEFENDANT

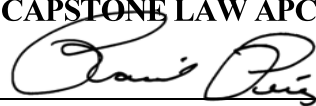
Dated: _____

Name of Authorized Signatory
Milgard Manufacturing, LLC

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 07/22/2026

By: 
Raul Perez
Attorneys for Plaintiff Rolando Magana

LITTLER MENDELSON, P.C.

Dated: _____

By: _____
P. Dustin Bodaghi
Attorneys for Defendant Milgard Manufacturing, LLC

purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IT IS SO STIPULATED.

PLAINTIFF

Dated: _____

Rolando Magana

DEFENDANT

Dated: 07-06-2026



Tony Kassab, VP of Human Resources
Milgard Manufacturing, LLC

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Rolando Magana

LITTLER MENDELSON, P.C.

Dated: July 22, 2026

By:  _____
P. Dustin Bodaghi
Attorneys for Defendant Milgard Manufacturing, LLC

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Magana v. Milgard Manufacturing, LLC*, No. 25CV020656
(Sacramento County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Magana v. Milgard Manufacturing, LLC*, No. 25CV020656 (Sacramento County Superior Court) (the “Action”).

The Action was filed against Defendant Milgard Manufacturing, LLC (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant who were employed at any time from September 11, 2024 through December 14, 2025 (“Settlement Period”). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant and the Released Parties owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 65% will be paid to the California Labor and Workforce Development Agency, and the remaining 35% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are automatically part of the settlement, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties¹ regarding the legal issues in this PAGA action. Specifically, it means that you are releasing all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the Settlement Period facts alleged in the Second Amended Complaint and Plaintiff’s PAGA Notices including, but not limited to, any and all claims for PAGA penalties involving any allegations that Defendant failed to pay all wages due (including minimum wages and overtime wages); failed to provide legally-compliant meal and rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks; failed to provide sick and vacation pay; failed to pay reporting time; failed to timely pay all earned wages

¹ Defined as Defendant and its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

and compensation; failed to pay reporting time pay; failed to timely pay wages during employment; failed to reimburse necessary business expenses; failed to provide timely final pay; failed to maintain accurate records (including payroll records); failed to provide compliant wage statements; failed to provide notice of material terms of employment; failed to provide accurate itemized wage statement, as well as for violations of Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement. Aggrieved employees do not have the right to opt-out or exclude themselves from PAGA settlements.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]