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MARIAH BANGUIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

MARIAH BANGUIS, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

WM CORPORATE SERVICES, INC., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0003707

ASSIGNED FOR ALL PURPOSES TO
JUDGE Esmeralda Zendejas, Dept. 11A

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Trial Date: none set
Complaint Filed: April 12, 2023

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release states the proposed terms of the class action and Private Attorneys General Act (“PAGA”) settlement of the above-entitled action. The terms stated below are agreed to and binding on Plaintiff Mariah Banguis (“Plaintiff”) and Defendant WM Corporate Services, Inc. (“Defendant”). Once approved by the Court, the Settlement shall be binding under the terms stated herein on Plaintiff, Defendant, the California Labor and Workforce Development Agency (“LWDA”), and the Class Members (as defined below).

SUMMARY OF THE SETTLEMENT

The Parties herein, as stated in more detail in the terms and definitions below, have agreed to settle on a class basis all claims asserted by Plaintiff for various alleged violations of the California Labor Code and the Unfair Competition Law. The class consists of all individuals employed by WM Corporate Services, Inc. in the State of California as non-exempt employees during the class period defined below. The Parties participated in mediation for this case on January 29, 2025, with Lisa Klerman. The Parties accepted a mediator’s proposal and agreed that all claims alleged herein, as defined below, would be settled on a class basis for the maximum amount of Six Hundred Thousand Dollars (\$600,000.00), with no portion of the settlement reverting back to Defendant. Of that settlement amount, Forty Thousand Dollars (\$40,000.00) will be designated as PAGA Penalties under PAGA, seventy-five percent (75%) of which will be paid to the LWDA and twenty-five percent (25%) of which will be paid to members of the class in accordance with the terms herein below.

DEFINITIONS

1. The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in the Settlement:

a. “Action” shall mean the following lawsuit: *Banguis v. WM Corporate Services, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-3707, including the original and First Amended Complaint described herein.

b. “Attorneys’ Costs” means reasonable attorneys’ costs approved by the Court for Class Counsel’s litigation and resolution of the Actions incurred and to be incurred by Class

Counsel in the Actions up to, but estimated not to exceed, Twenty Five Thousand Dollars (\$25,000.00). Attorneys' Costs shall be paid to Class Counsel. All Attorneys' Costs shall only be paid from the Gross Settlement Amount.

c. "Attorneys' Fee Award" means the attorneys' fees agreed upon by the Parties herein and approved by the Court for Class Counsel's litigation and resolution of the Action up to, but not to exceed, thirty five percent (35%) of the Gross Settlement Amount. Attorneys' Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

d. "Class" and "Class Members" for purposes of this Settlement shall be defined as: All individuals employed by WM Corporate Services, Inc. in non-exempt positions in California from April 12, 2019, through the earlier of the date of preliminary approval or May 11, 2025. Defendant represents there are approximately 466 Class Members.

e. "Class Counsel" shall mean Jenny D. Baysinger and Robert J. Wassermann of Mayall Hurley P.C.

f. "Class Period" shall mean the time period from April 12, 2019, through the earlier of the date of preliminary approval or May 11, 2025.

g. "Class Representative Service Award" shall mean an award up to, but not to exceed, Ten Thousand Dollars (\$10,000) to Plaintiff Mariah Banguis in recognition of her efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general release of all claims. The Class Representative Service Award shall be paid from the Gross Settlement Amount.

h. "The Court" shall mean the San Joaquin County Superior Court, Hon. Esmerelda Zendejas, or such other San Joaquin County Superior Court Judge as may be assigned to hear this matter.

i. "Defendant" shall mean WM Corporate Services, Inc.

j. "Effective Date" shall be sixty-five (65) calendar days after entry of judgment if no appeal is filed. However, if an appeal is filed then the Effective Date shall be the latest of fifteen (15) days following: (i) the date of final affirmance of the Order Granting Final Approval and Entering Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the

Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting Final Approval and Entering Judgment with no avenue for additional appeal or review available.

k. "Employer Taxes" means Defendant's share of employer-side payroll taxes to be paid on that portion of the Class Member's Individual Settlement Payment characterized as wages, i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount.

l. "Gross Settlement Amount" (or "GSA") shall mean the maximum non-reversionary amount of Six Hundred Thousand Dollars (\$600,000.00) payable by Defendant as provided for by this Agreement.

m. "Individual Class Settlement Payment" means the amount each Class Member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class Period.

n. Individual PAGA Settlement Payment" means the amount each PAGA Member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Pay Periods worked during the PAGA Period. PAGA Members will receive an Individual PAGA Payment regardless of whether they opt out of the Class.

o. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") pursuant to the PAGA.

p. "Net Distribution Fund" shall mean the Gross Settlement Amount less (a) the Class Representative Service Award, (b) Settlement Administration Costs, (c) Attorneys' Fees Award, (d) Attorneys' Costs, and (e) the PAGA Penalties.

q. "Notice Packet" shall mean the Notice of Proposed Class Action Settlement substantially in the form attached as **Exhibit A**.

r. "Parties" shall mean collectively, Plaintiff individually, as a proxy for the LWDA, and on behalf of the putative class, and Defendant.

s. "PAGA" shall mean the Private Attorneys General Act of 2004, California

1 Labor Code section 2698, *et seq.*

2 t. "PAGA Member(s)" and "PAGA Group" for purposes of this Settlement shall
3 be defined as: All individuals employed by WM Corporate Services, Inc. in non-exempt positions in
4 California at any time during the PAGA Period.

5 u. "PAGA Members Payment" means the twenty-five percent (25%) portion of
6 the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

7 v. "PAGA Pay Period(s)" means any pay period in which a PAGA Member
8 worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken
9 for vacations and leaves of absences.

10 w. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the
11 Parties and approved by the Court up to, but not to exceed, Forty Thousand Dollars (\$40,000.00),
12 seventy-five percent (75%) of which will be paid to the California Labor and Workforce Development
13 Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) ("PAGA Members
14 Payment") shall be distributed proportionately to PAGA Members.

15 x. "PAGA Period" shall mean the time period from January 28, 2024, through the
16 earlier of the date of preliminary approval or May 11, 2025.

17 y. "Participating Class Member(s)" means any Class Member who does not return
18 a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All
19 Participating Class Members will be mailed their Individual Class Settlement Payment without the
20 need to return a claim form.

21 z. "Plaintiff" and "Class Representative" shall mean Plaintiff Mariah Banguis.

22 aa. "Response Deadline" means the deadline by which Class Members must
23 postmark and return to the Administrator signed, dated, and timely requests for exclusion from the
24 non-PAGA portion of the Settlement, objections to the Settlement, and/or disputes concerning the
25 number of Workweeks worked during the Class Period and number Pay Periods worked during the
26 PAGA Period. The Response Deadline will be forty-five (45) calendar days from the initial mailing
27 of the Notice Packets by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal
28 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.

Postal Service is open. The Response Deadline for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, shall be the later of (i) 45 days from the original mailing or (ii) fifteen (15) days following the date the Class Notice is remailed, unless such date falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant.

bb. "Released Claims" means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint or Plaintiff's letter to the LWDA, including without limitation, claims relating to: (i) the payment of "Guaranteed Regular Hours"; (ii) the alleged failure to pay overtime wages; (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay; (iv) the alleged failure to pay sick leave at the regular rate of pay; (v) the alleged failure to provide complete and accurate wage statements; (vi) the alleged failure to timely pay all wages owed to employees who quit or are terminated; and (vii) claims for interest and any other claims and penalties premised on the aforementioned allegations. "Released Claims" includes all types of relief available under state law for the above-referenced claims as well as state law claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under California law or any state or local law or common law, including, without limitations, violations of the California Labor Code, the Wage Orders, and any applicable regulations and any and all claims under the Fair Labor Standards Act related to the facts and Claims alleged in the operative Complaint.

cc. "Released PAGA Claims" means any and all PAGA claims against the Released Parties arising during the PAGA Period and alleged in the operative Complaint and/or Plaintiff's letter to the LWDA, or which could have been alleged based on the facts pled in the operative Complaint and/or alleged in Plaintiff's letter to the LWDA, including without limitation

PAGA claims relating to: (i) the payment of “Guaranteed Regular Hours”; (ii) the alleged failure to pay overtime wages; (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay; (iv) the alleged failure to pay sick leave at the regular rate of pay; (v) the alleged failure to provide complete and accurate wage statements; (vi) the alleged failure to timely pay all wages owed to employees who quit or are terminated; (vii) claims for interest and any other claims and penalties premised on the aforementioned allegations, and (viii) any other PAGA claims premised on the aforementioned allegations.

dd. “Released Parties” means WM Corporate Services, Inc. and its past, present, and future parents, subsidiaries, sister and affiliated companies, and divisions, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through under or in concert with them that could be liable for the Released Claims.

ee. “Settlement” or “Agreement” or “Settlement Agreement” shall mean this Joint Stipulation of Class and PAGA Representative Action Settlement and Release.

ff. “Settlement Administrator” means ILYM Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

gg. “Settlement Administration Costs” means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax calculations and tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS Forms, address updates through the National Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with the aid of the Parties’ counsel, and providing all reports and declarations deemed necessary by the Parties in an amount not to exceed \$8,500.00.

1 hh. “Workweek” means any week in which a Class Member worked at least one
2 day in that week during the Class Period, excepting those dates/times taken for vacations and leaves
3 of absences.

4 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

5 2. On March 22, 2023, Plaintiff Mariah Banguis submitted a letter to the LWDA alleging
6 WM Corporate Services, Inc. violated various California Labor Code provisions by: (i) allegedly
7 failing to pay overtime wages; (ii) allegedly failing to provide meal periods or pay meal period
8 premiums at the regular rate of pay; (iii) allegedly failing to pay sick leave at the regular rate of pay;
9 (iv) allegedly failing to provide complete and accurate wage statements; and (v) allegedly failing to
10 timely pay all wages owed to employees who quit or are terminated. The LWDA did not respond to
11 that letter.

12 3. On April 12, 2023, Plaintiff Mariah Banguis filed her class action lawsuit against WM
13 Corporate Services, Inc. in the Action seeking damages and statutory penalties on behalf of herself
14 and all non-exempt employees employed in California since April 12, 2019, on claims for: (i) the
15 alleged failure to pay overtime wages; (ii) the alleged failure to provide meal periods or pay meal
16 period premiums at the regular rate of pay; (iii) the alleged failure to pay sick leave at the regular rate
17 of pay; (iv) the alleged failure to provide complete and accurate wage statements; and (v) the alleged
18 failure to timely pay all wages owed to employees who quit or are terminated.

19 4. The Parties conducted extensive formal and informal discovery in the Action, including
20 the production of Class Members’ information and time and payroll records, interrogatories, requests
21 for admission and requests for production of documents. The Parties recognize the issues in the Action
22 would likely only be resolved with further extensive and costly proceedings; recognize that further
23 litigation shall cause inconvenience, distraction, disruption, delay and expense disproportionate to the
24 potential benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any
25 litigation. Based on their own independent investigation and evaluation, Class Counsel is of the
26 opinion that the Settlement with Defendant for the consideration and on the terms of this Settlement
27 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and
28 circumstances, including the risk of significant delay and defenses asserted by Defendant. While

Defendant specifically denies all liability in the Action, it has agreed to enter into this Settlement to avoid the cost and business disruption associated with further defense of the Action.

5. The Parties participated in a mediation of this case on January 29, 2025, with experienced class action mediator Lisa Klerman. Ms. Klerman ultimately provided the Parties with a mediator's proposal to fully, finally, and forever compromise and settle all claims asserted in the Action for the Gross Settlement Amount. The Parties accepted the terms of the mediator's proposal. To achieve a complete release of Defendant, each Class Member will be informed that in exchange for their Individual Class Settlement Payment, each Participating Class Member will release the Released Claims as against the Released Parties and each PAGA Member will release the Released PAGA Claims as against the Released Parties.

6. On March ____, 2025, Plaintiff Mariah Banguis filed a First Amended Class and Representative Action Complaint, adding a claim to assess and collect civil penalties pursuant to the PAGA (the "Amended Complaint"). In the event this Settlement does not receive final approval by the Court or the Effective Date does not occur, the Parties shall stipulate to the withdrawal of the Amended Complaint, and this litigation shall return to the status prior to the execution of the Memorandum of Understanding.

TERMS OF THE CLASS SETTLEMENT

7. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to completely resolve the Action, including the Amended Complaint, on a class-wide basis. In addition to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion of the Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete resolution of the Action, including the Amended Complaint.

8. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and subject to the approval of the Court, the Parties agree to the following allocations:

a. Class Representative Service Award. Plaintiff shall be paid a Class Representative Service Award of up to \$10,000 in recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA Members, undertaking the burdens and risks for

the payment of costs in the event of loss and for giving a general release of all claims. The Class Representative Service Award shall be paid in addition to Plaintiff's Individual Settlement Payment, and Plaintiff shall give a general release of all claims against the Released Parties in exchange for the Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award. Any portion of the Class Representative Service Award not awarded to Plaintiff shall remain with the Net Distribution Fund.

b. Settlement Administration Costs. The Settlement Administrator shall be paid "Settlement Administration Costs" in an amount not to exceed Eight Thousand Five Hundred Dollars (\$8,500.00).

c. Attorneys' Fee Award. Class Counsel shall be paid an Attorneys' Fee Award of up to 35% of the Gross Settlement Amount, presently equal to Two Hundred Ten Thousand Dollars (\$210,000.00);

d. Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of their Attorneys' Costs in an amount of up to Twenty Five Thousand Dollars (\$25,000.00);

e. PAGA Penalties. PAGA Penalties of \$30,000.00 (75% of \$40,000.00 shall be paid to the LWDA and \$10,000.00 (25% of \$40,000.00) to PAGA Members who have worked during Pay Periods in the PAGA Period. PAGA Members shall not have the right to opt out of the PAGA portion of this Settlement.

9. Allocation of the Net Distribution Fund and PAGA Members Payment. The Net Distribution Fund and PAGA Members Payment shall both be allocated to Participating Class Members and PAGA Members based on the formulas described below. Any portion of the Class Representative Service Award, the Settlement Administration Costs, the Attorneys' Fees Award, the Attorneys' Costs and/or the PAGA Penalties not approved by the Court shall be added to the Net Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed to Participating Class Members and PAGA Members on a proportionate basis as follows:

a. Payment to Participating Class Members. Each Participating Class Member shall receive a proportionate share of the Net Distribution Fund that is equal to (i) the number

of Workweeks he/she worked during the Class Period divided by (ii) the total number of Workweeks worked by all Participating Class Members during the Class Period.

b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she worked during the PAGA Period divided by (ii) the total number of Pay Periods worked by all PAGA Members during the PAGA Period.

10. Individual Class Settlement Payments. Participating Class Members shall receive a consolidated Individual Class Settlement Payment and an Individual PAGA Settlement Payment, calculated as set forth in paragraph 8(a)-(b) above. Class Members who opt out of the non-PAGA portion of the Settlement shall receive only an Individual PAGA Settlement Payment representing payment for the PAGA Members Payment as set forth in paragraph 8(b). In the event that a Class Member should dispute the information upon which his or her Individual Class Settlement Payment or Individual PAGA Settlement Payment is calculated, and it is determined by the Administrator from the information and/or documentation provided by that Class or PAGA Member that an amount more than that initially calculated is payable to any Participating Class Member or PAGA Member pursuant to the Settlement, that additional amount will be paid from the Gross Settlement Amount. In no event shall Defendant ever be required to pay any amount greater than the Gross Settlement Amount plus the Employer Taxes, unless the Escalator Clause is triggered and Defendant elects option (i).

11. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit plan, the Individual Settlement Payments made to Participating Class Members and PAGA Members, as well as any other payments made pursuant to this Settlement, shall not be construed as compensation for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

AMENDED COMPLAINT

12.

PRELIMINARY APPROVAL OF THE SETTLEMENT

13. Preliminary Approval: Within thirty (30) days of execution of this Agreement, Plaintiff shall file a Motion for Order Granting Preliminary Approval of the Class Action Settlement which requests the following: (i) preliminary approval of the Settlement, subject only to the objections of Class Members and final review by the Court; (ii) conditional certification of the Class for purposes of settlement only; (iii) a schedule for final approval hearing regarding the proposed Settlement, including payment of Attorneys' Fees and Attorneys' Costs, and Class Representative Service Award; (iv) approval as to form and content of the proposed Notice Packet; (v) a schedule for the procedures for the Response Deadline; and (vi) a schedule for the mailing of the Notice Packet by first class mail to the Class Members. Plaintiff's Counsel will provide counsel for Defendant with a draft of the motion for preliminary approval including the proposed Order Granting Preliminary Approval at least seven (7) calendar days before it is filed with the Court for Defendant's review and input. Defendant shall not oppose the Preliminary Approval Motion and may, in its sole option, file a declaration of non-opposition. Prior to filing of the Preliminary Approval Motion, counsel for Plaintiff shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court and counsel for Defendant on conjunction with the Preliminary Approval Motion. Counsel for Plaintiff shall also submit a copy of the moving papers for the Preliminary Approval Motion to the LWDA.

14. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to certification of the Class for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification shall be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement shall not be admissible in this or any other proceeding as evidence that either: (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

SETTLEMENT ADMINISTRATION

15. Settlement Administrator. The Parties each represent that they do not have any

financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

16. Class Data. Within 14 calendar days of the Order Granting Preliminary Approval, Defendant shall provide to the Settlement Administrator for each identifiable member of the Class the following information: name, address, social security number, telephone number, and the number of work weeks worked during the Class Period, and the number of Pay Periods worked during the PAGA Period based on its business and payroll records ("Class Data List"). The Class Data List and information shall remain confidential. The Settlement Administrator shall only use this information to facilitate notice, administration of the Settlement, and for distribution of Individual Class Settlement Payments and Individual PAGA Settlement Payments to Participating Class Members and PAGA Members. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

17. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data List to Class Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

18. Confirmation of Contact Information in the Class Data List. Following receipt of the Class Data List from Defendant, and prior to mailing, the Settlement Administrator shall perform a search of the National Change of Address Database to update and correct stale Class Member addresses. If any Notice Packet is returned to the Settlement Administrator as non-deliverable on or before the Response Deadline, within three days of its receipt, the Settlement Administrator shall send it promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the

correct address by using a skip-trace, or other search using the name, address and/or social security number of the Class Member involved, and shall, within three days of learning the correct address, re-mail the Notice Packet. Should a Notice Packet associated with a currently employed Class Member be returned to the Administrator, it shall immediately inform Defendant to obtain a more current mailing address for that Class Member to re-mail the Notice Packet.

19. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days following Defendant's provision of the Class Data List to the Settlement Administrator, the Administrator shall mail the individualized Notice Packet by First Class U.S. Mail. Each individualized Notice of Class Action Settlement ("Notice" – Exhibit "A") shall include the Class Member's number of Workweeks during the Class Period and number of Pay Periods during the PAGA Period and the estimated Individual Class Settlement Payment and Individual PAGA Settlement amount. The Notice will also inform Class Members of their right to opt-out of the non-PAGA portion of the Settlement, that they will receive payment for the Settlement without having to submit a claim and that they each will be mailed their Individual Class Settlement Payment and Individual PAGA Settlement Payment at the address on file with the Administrator. The Notice will also inform the Class of the manner and deadline to submit (1) requests for exclusion from the non-PAGA portion of the Settlement, (2) objections to the Settlement; and (3) disputes concerning the number of Workweeks during the Class Period and the number of Pay Periods worked during the PAGA Period. The Notice further informs the Class of the claims to be released, including if they do not request to be excluded, and the date, time, and place set for the Final Approval Hearing.

20. Disputed Workweek and/or Pay Period Information. Class Members may contact the Settlement Administrator with questions regarding the number of Workweeks they have been assigned during the Class Period or the number of Pay Periods during the PAGA Period. Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. There is a rebuttable presumption that Defendant's personnel and payroll records are correct, but Class Members may, should they disagree with Defendant's records, provide documentation to show contrary employment dates and/or records of Workweeks or Pay Periods no later than the Response Deadline. The dispute must: (i) set forth the name, address, telephone number and last four digits of

the social security number of the Class Member submitting the dispute; (ii) be signed by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state the reason(s) that the Class Member disputes the information provided contained in the Notice Packet; and (v) be postmarked on or before the Response Deadline. All disputes shall be decided by the Settlement Administrator within ten (10) business days of the Response Deadline.

21. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the non-PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator, in the manner set forth in the Notice, by the Response Deadline. The Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social Security number of the Class Member requesting the exclusion; (ii) be signed by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the non-PAGA portion of the Settlement and does not wish to receive any payment or other benefits therefrom; and (v) be postmarked on or before the Response Deadline. The postmark date shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. No Request for Exclusion may be made on behalf of a group of Class Members. Workweeks by Class Members who have submitted a valid and timely Request for Exclusion shall be deducted from the aggregate number of Workweeks for the non-PAGA portion of the Settlement. Class Members shall not have the right to opt-out from the PAGA portion of the Settlement.

22. Defective Submissions. If a Class Member's Request for Exclusion is defective as to any of the requirements listed herein, that Class Member shall be given an opportunity to cure the defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member shall have until (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely. Class Members shall be limited to one cure letter advising them of the defect. A Class Member who submits

1 an invalid or untimely request to be excluded will remain a Class Member, will receive their Individual
2 Settlement Payment and be bound by the releases and judgment entered as set forth herein. Invalid
3 and untimely Requests for Exclusion shall be deemed null and void.

4 23. Objection Procedures. To object to the non-PAGA portion of the Settlement, a Class
5 Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the
6 Response Deadline. Class Members shall not have a right to object to the PAGA portion of the
7 Settlement. The Notice of Objection must be signed by the Class Member and contain all information
8 required by this Settlement and as set forth in the Notice of Class Action Settlement, including: (i) the
9 objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds
10 for the objection accompanied by any legal support for such objection; (iii) copies of any papers,
11 briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector
12 intends to appear at the Final Approval Hearing. The postmark date shall be deemed the exclusive
13 means for determining that the Notice of Objection is timely. Only Class Members who have not
14 opted out of the non-PAGA portion of the Settlement may object. Any Class Member who does not
15 submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific
16 and technical requirements of this Paragraph as provided in the Notice, shall be foreclosed from
17 objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or
18 otherwise. Class Members who postmark timely Notices of Objection shall have a right to appear at
19 the Final Approval Hearing in order to have their objections heard by the Court. At no time shall any
20 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
21 objections to the Settlement or appeal from the Final Approval and Judgment. Class Counsel shall not
22 represent any Class Members with respect to any such objections to this Settlement. The Parties shall
23 file all Notices of Objection, valid or invalid, timely or untimely, with the Court in advance of the
24 Final Approval/Settlement Fairness Hearing. If the Court overrules the Class Member's objection(s),
25 or if the Court approves the Settlement despite any objection(s), the Class Member will be deemed to
26 be a Participating Class Member and will be bound by the terms of this Agreement and will be mailed
27 their Individual Class Settlement Payment.

28 24. Settlement Administrator Reports Regarding Class Member Participation. The

1 Settlement Administrator shall provide Defendant's counsel and Class Counsel a biweekly report that
2 certifies the number of Class Members who have submitted valid Requests for Exclusion and
3 objections to the Settlement, and whether any Class Member has submitted a challenge to any
4 information contained in their Notices. The Settlement Administrator shall provide to counsel for both
5 Parties any updated reports regarding the administration of the Settlement as needed or requested. Not
6 later than seven (7) calendar days after the final Response Deadline, the Settlement Administrator will
7 provide the Parties with a complete and accurate list of all Participating Class Members, all Non-
8 Participating Class Members and all Class Members who objected to the Settlement Agreement.

9 25. Settlement Administrator Declaration. Not later than twenty-eight (28) court days prior
10 to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its
11 declaration of due diligence setting forth its compliance with its obligations under this Agreement to
12 be filed with the Court, and will supplement its declaration as needed or as requested by the Court.

13 26. Settlement Administrator Final Report. By no later than five (5) calendar days
14 following the Effective Date, the Settlement Administrator shall provide counsel for both Parties with
15 the aggregate number of Workweeks worked by Participating Class Members during the Class Period
16 and aggregate number of Pay Periods worked by PAGA Members during the PAGA Period. Upon
17 completion of administration of the Settlement, the Settlement Administrator shall provide a written
18 declaration under oath to certify such completion to the Court and counsel for all Parties.

19 27. Defendant's Right to Rescind. Defendant shall have, in its sole discretion, the right to
20 void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or
21 more of Class Members timely and validly Request Exclusion from the non-PAGA portion of the
22 Settlement. Defendant must exercise this right of rescission in writing to Class Counsel within seven
23 (7) calendar days after the latest date any Class Member may timely submit his or her Request for
24 Exclusion. If Defendant exercises its right of rescission pursuant to this paragraph, Defendant shall
25 be responsible for all costs incurred by the Settlement Administrator.

26 28. Escalator Clause. Defendant represents there are 466 individuals within the Class
27 Definition who worked a cumulative total of 44,000 workweeks during the Class Period. If either of
28 those numbers increases by more than ten percent (10%), then Defendant reserves the right to either:

(i) increase the Gross Settlement Amount proportionally by the percentage difference of the actual number of Class Members or workweeks beyond 10%, with the greater percentage increase controlling; or (ii) adjust the end date of the Class Period to the date where neither the workweeks nor number of individuals in the class exceed 44,000 and 466, respectively, by more than 10%.

FINAL APPROVAL

29. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the Response Deadline as ordered by the Court at the time of the Preliminary Approval Hearing, a Final Approval Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Class Settlement Payments; (ii) the Class Representative Service Award; (iii) Attorneys' Fee Award; (iv) Attorneys' Costs; (v) Settlement Administration Costs; and (vi) PAGA Penalties. The Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel shall be responsible for drafting all documents necessary to obtain final approval. The Motion for Order Granting Final Approval and Entering Judgment shall be filed concurrently with Class Counsel's separate motion for the Class Counsel's Attorneys' Fees and Costs, the Class Representative Service Award, and the Administrator's expenses. A draft of such motion shall be provided to Counsel for Defendant seven (7) calendar days prior to its filing with the Court. Plaintiff agrees not to file his motion and/or application without Defendant's review and input. The Settlement Administrator shall maintain on its website a section for this Settlement which includes a copy of the Motion for Preliminary Approval, along with any accompanying exhibits, and the operative Complaint. It shall be updated after Judgment is entered with a copy of the final Judgment.

30. Attorneys' Fee Award and Costs. Defendant shall not object to Class Counsel's request for reasonable Attorneys' Fees of up to 35% of the Gross Settlement Amount, presently equivalent to \$210,000 and their reasonable Attorneys' Costs not expected to exceed \$25,000.00. Class Counsel's motion for Attorneys' Fees and Costs award shall be filed concurrently with the Motion for Order Granting Final Approval of Class Action Settlement, unless the Court instructs otherwise.

31. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting Final Approval of the Class Action Settlement, the Parties shall present an Order Granting Final

Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for approval. After entry of the Judgment, the Court shall have continuing jurisdiction over the Settlement as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

32. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount to the Administrator together with the amount representing the Employer Taxes (to be communicated by the Administrator to Defendant at least (5) business days before transmittal of the Gross Settlement Amount) within fifteen (15) calendar days of the Effective Date. The Administrator shall deposit the Gross Settlement Amount into a Qualified Settlement Account, from which the Settlement Administrator will have the authority to distribute money in accordance with the terms of this Settlement Agreement. Defendant shall transmit the Gross Settlement Amount and the Employer Taxes, within fifteen (15) calendar days following the Effective Date of Settlement.

33. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto shall be protected as privileged settlement communications and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively to request a conference with the Court in which to attempt to resolve any issues that the Court has raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate their intent to resume the Action.

34. Distribution and Timing of Payments. Within ten (10) calendar days following receipt of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall issue payments to: (i) Participating Class Members, (ii) PAGA Members, (iii) Plaintiff, (iv) Class Counsel, and (v) the Labor Workforce and Development Agency. However, payments shall not be issued to

Class Members whose Notice Packets are returned as undeliverable and for whom no forwarding address can be located. Individual Class Settlement Payments for such Class Members shall be held by the Settlement Administrator unless claimed by the Class Member and shall be paid to the *cy pres* beneficiary as set forth below if unclaimed by the end of the one hundred eighty (180) calendar day period to cash settlement checks as set forth below. The Settlement Administrator shall also issue a payment to itself for the Court-approved amount for its services.

35. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of one hundred eighty (180) calendar days after mailing, at which time the checks shall become null and void. Thirty (30) days following the mailing of the Individual Class Settlement Payment Checks and the Individual PAGA Settlement Payment checks, the Administrator shall mail a postcard to each Participating Class Member and PAGA Member whose check is uncashed to remind them of the void date. Any funds represented by Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance shall be delivered to CASA of San Joaquin County, which is a 501(c)(3) non-profit child advocacy organization that provides advocates for abused and neglected children and promotes justice. Participating Class Members and PAGA Members who fail to cash their checks within the 180-day period shall remain bound by the Settlement as set forth herein. The Parties and their counsel represent and warrant that they have no financial interest in, or involvement with, the selected *cy pres* beneficiary such that there would be a conflict of interest,

36. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for calculating and processing all payroll taxes and penalties for payment to the appropriate government authorities.

TAX TREATMENT OF SETTLEMENT AMOUNTS

37. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate the Individual Class Settlement Payment as follows: for Participating Class Members – 35% to wages for which an IRS W-2 Form shall be issued and 65% to interest and penalties (30% to interest and

35% to penalties) for which IRS 1099 Forms shall be issued. Employee-side payroll taxes and withholding shall be deducted from the wage portion of the payment pursuant to state and federal law. The entirety of the Individual PAGA Settlement Payments shall be allocated to penalties for which IRS 1099 Forms shall be issued.

38. Class Member and Plaintiff Responsibility for Taxes. Participating Class Members and PAGA Members are responsible to pay appropriate taxes due on the Individual Settlement Payments they receive, and Plaintiff is responsible for paying the appropriate taxes due on the Class Representative Service Payment. All Individual Class Settlement Payments and Individual PAGA Settlement Payments shall be deemed paid to such Class Members and PAGA Members solely in the year in which such payments are issued. Counsel does not purport this communication to constitute tax or legal advice. If this Settlement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under the federal Internal Revenue Code or any state tax code. The Notice of Class Action Settlement will advise Class Members that they shall be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Settlement Payments.

39. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the Court.

RELEASE BY THE CLASS

40. Release by Class Members and PAGA Members. As of the Effective Date, Plaintiff and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released Claims that accrued during the Class Period as set forth herein. As of the Effective Date, Plaintiff, all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) and the state of California irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all PAGA Released Claims that accrued during the PAGA Period as set forth herein.

41. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES

OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

42. Release by Plaintiff Mariah Banguis. As of the Effective Date, Plaintiff Mariah Banguis (on her own behalf and on behalf of her heirs, executors, administrators, and assigns), but not on behalf of other Class Members, knowingly and voluntarily releases and forever discharges the Released Parties from any and all claims, known and unknown, asserted and unasserted, that she has or may have had against Defendant and any of the Released Parties. Such claims include, but are not limited to: breaches of contract, whether written, oral or implied; violations of any public policy; tort

1 claims, including but not limited to intentional infliction of emotional distress and negligent infliction
2 of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law
3 claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any
4 violations of the following statutes, laws, and regulations: Fair Labor Standards Act, 29 U.S.C.
5 §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991;
6 Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with
7 Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as
8 amended; the Older Workers Benefit Protection Act; the Employment Retirement Income Security
9 Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley
10 Act of 2002; the Family and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act;
11 the California Fair Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*; the California
12 Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ.
13 Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the
14 California Occupational Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq.*, and any
15 applicable regulations thereunder; the California Business and Professions, Civil, Government and
16 Labor Code; the Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*;
17 and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of
18 being released by them, excluding any claims that cannot be released as a matter of law. To the extent
19 the foregoing release is a release to which California Civil Code section 1542 or similar provisions of
20 other applicable law may apply, Mariah Banguis expressly waives any and all rights and benefits
21 conferred upon her by the provisions of California Civil Code section 1542 or similar provisions of
22 applicable law which are as follows:

23
24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
25 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
26 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
27 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**
28

**HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR.**

Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement a full and complete release and discharge, Mariah Banguis expressly acknowledges this Settlement is intended to include in its effect, without limitation, all known and unknown claims, including any claims she does not know or suspect to exist in her favor against the Released Parties at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claim or claims. Mariah Banguis acknowledges that she may later discover facts different from or in addition to those she now knows or believes to be true regarding the matters released or described in this Settlement, and nonetheless agrees that the releases and agreements contained in this Settlement shall remain fully effective in all respects notwithstanding any later discovery of any different or additional facts. Mariah Banguis assumes any and all risks of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Settlement or with regard to any facts now unknown to her relating to such matters.

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

ADDITIONAL TERMS

44. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

45. No Publicity. Plaintiff and Class Counsel agree not to publicize the settlement, including in communications with the press; however, nothing in this Agreement shall prevent Plaintiff and Class Counsel from engaging in direct communications with Class Members about the settlement, and nothing in this Agreement shall prevent Class Counsel from identifying the Settlement on their website, so long as Class Counsel does not mention Defendant by name and instead refers to

it only as a transportation company. Class Counsel is further permitted to discuss the Settlement, including Defendant's name, the case number, etc. in future Court declarations and in such communications as are reasonably necessary for purposes of meeting their responsibilities as class representatives and Class Counsel.

46. Entire Agreement. This Settlement and attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Settlement.

47. Amendment or Modification. No amendment, change, or modification to this Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

48. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect 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.

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

50. California Law Governs. All terms of this Settlement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

51. Execution and Counterparts. This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All

executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

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

53. Acknowledgement of Future Legislation. Each Party recognizes that legislation could affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

54. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

55. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees or the Attorneys' Costs below the amounts they request from the Court, and either party may appeal any court order that materially alters the Settlement terms.

56. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant and the Released Parties do not admit, and specifically deny, that Defendant or any Released Parties violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant (or any Released

Parties) of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant (or any Released Parties) or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

57. Waiver. No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

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

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

60. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement. Class Counsel also represents that there are no attorneys who have or could have any liens with respect to any aspect of this Settlement, or any funds received by Mariah Banguis.

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

62. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in

1 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
2 Settlement.

3 63. Binding Agreement. The Parties warrant that they understand and have full authority
4 to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and
5 binding on all parties, and agree that it shall be admissible and subject to disclosure in any proceeding
6 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
7 apply under federal or state law.

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

To Plaintiff and the Class:

Jenny D. Baysinger
Robert J. Wasserman
Mayall Hurley P.C.
112 S. Church Street
Lodi, CA 95240-3501
Telephone: (209) 477-3833
Facsimile: (209) 473-4818
Emails: jbaysinger@mayallaw.com
rwasserman@mayallaw.com

To Defendant:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101

AGREED.

PLAINTIFF MARIAH BANGUIS

Dated: 4/7/2025

DocuSigned by:
Mariah Banguis
850Q20C234E04EC
Mariah Banguis

DEFENDANT WM CORPORATE SERVICES, INC.

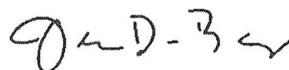
Dated: 4/23/2025

By: Mark A. Lockett
NAME: MARK A. LOCKETT
TITLE: PRESIDENT

APPROVED AS TO FORM:

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Dated: April 10, 2025



Jenny D. Baysinger
Robert J. Wasserman
Mayall Hurley P.C.
Attorneys for Plaintiff

Dated: 4/24/25



David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant

EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(Banguis v. WM Corporate Services, Inc., Superior Court of the State of California, County
of San Joaquin, Case No. STK-CV-UOE-2023-0003707)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. If the Settlement is approved by the Court, your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Individual Class Settlement Payment, you will release the claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive any Individual Class Settlement Payment and you will not be bound by the Settlement; however, if you were employed during the PAGA Period, you will still be paid your Individual PAGA Settlement Payment and will release the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Settlement Administrator as explained in Section 7 below.
Object The Response Deadline is _____	Write to the Court about why you object to or do not agree with the non-PAGA portion of the Settlement, or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action and PAGA settlement of the above-captioned action (the "Settlement") pending in the Superior Court of the State of California, in and for the County of San Joaquin (the "Court") has been reached between Plaintiff Mariah Banguis ("Plaintiff") and Defendant WM Corporate Services, Inc. ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class defined as follows:

All individuals employed by WM Corporate Services, Inc. in non-exempt positions in California from April 12, 2019, through May 11, 2025.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to be part of the Settlement, you don't need to do anything to obtain your Individual Class Settlement Payment. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class and representative action lawsuit about?

On April 12, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0003707 (the "Action"), alleging the following claims against Defendant: failure to properly account for "Guaranteed Regular Hours" in pay and wage statements, failure to pay overtime, failure to provide meal periods/meal period premiums, failure to pay sick pay at the correct rate of pay, failure to furnish accurate itemized wage statements, failure to timely pay wages at termination, and unfair competition (collectively, the "Class Allegations"). On March 21, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (the "FAC"), adding a claim for civil penalties under the California Private Attorneys General Act of 2004 (the "PAGA Claims").

Defendant denies and disputes all claims, specifically including all of those alleged in the Action, the Class Allegations, and the PAGA Claims. Specifically, Defendant contends that Plaintiff and the Class were properly compensated for wages, including overtime and redeemed paid sick leave wages, under California law; that Plaintiff and the Class were provided with meal periods and/or premiums in compliance with California law; that Defendant complied with California wage statement and payroll requirements; that Defendant is not liable for any of the damages or penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on _____, 2025. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative and the law firm of Mayall Hurley P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount" or "GSA") to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Individual Class Settlement Payments to Participating Class Members, the costs of the Settlement Administrator, Class Counsel's reasonable attorneys' fees, expenses, and costs, Plaintiff's Class Representative Service Award, and the PAGA Penalties allocation. Any employer-side payroll taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant.

Within fifteen (15) calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” shall be sixty-five (65) calendar days after entry of judgment if no appeal is filed. However, if an appeal is filed then the Effective Date shall be the latest of fifteen (15) days following: (i) the date of final affirmance of the Order Granting Final Approval and Entering Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting Final Approval and Entering Judgment with no avenue for additional appeal or review available. Ten (10) calendar days after the settlement is funded, the Settlement Administrator will mail checks for the Individual Class Settlement Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before Individual Class Settlement Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$8,500, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing exclusion requests and objections, distributing Individual Class Settlement Payments, the PAGA Penalties and PAGA Member Payments, and tax forms, and handling inquiries and uncashed checks.
- Class Counsel’s Attorneys’ Fee Award, and Attorneys’ Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is presently \$210,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will request and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Service Award. The Class Representative Service Award in an amount not to exceed \$10,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will request and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Penalties. A payment of \$40,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$30,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$10,000 (the “PAGA Members Payment”) will be distributed to the Class Members employed during the PAGA Period (January 28, 2024, through the earlier of the date of preliminary approval or May 11, 2025) based on the number of pay periods worked during the PAGA Period. Class Members employed during the PAGA Period will receive a pro rata distribution of the PAGA Members Payment, regardless of whether they submit a Request for Exclusion and will release the Released PAGA Claims set forth below.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel's Attorneys' Fee Award, Attorneys' Costs, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Distribution Fund", shall be distributed as Individual Class Settlement Payments to the Participating Class Members. The Net Distribution Fund is estimated to be at least \$306,500, based upon the above proposed deductions. The Net Distribution Fund will be distributed to Participating Class Members as Individual Class Settlement Payments calculated as follows:

Each Participating Class Member shall receive a proportionate share of the Net Distribution Fund that is equal to (i) the number of Workweeks he/she worked during the Class Period divided by (ii) the total number of Workweeks worked by all Participating Class Members during the Class Period.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice. In addition, if the Settlement is approved by the Court and you were employed during the PAGA Period, you will automatically be mailed a check for your individual share of the PAGA Members Payment (your "Individual PAGA Settlement Payment"). You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. For tax purposes, the Individual Class Settlement Payments shall be allocated as follows: for Participating Class Members – 35% to wages, subject to withholdings for amounts paid as wages and for which an IRS W-2 Form shall be issued, and 65% to interest and penalties (30% to interest and 35% to penalties) for which IRS 1099 Forms shall be issued. The entirety of the Individual PAGA Settlement Payments shall be allocated as penalties for which IRS 1099 Forms shall be issued. Class Members are responsible for all tax liability in relation to payments made to them under the Settlement. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Upon the Effective Date, Participating Class Members will release claims against Defendant WM Corporate Services, Inc. and its past, present, and future parents, subsidiaries, sister and affiliated companies, and divisions, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through under or in concert with them (the "Released Parties") as follows:

As of the Effective Date, Plaintiff and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative FAC, or which could have been alleged based on the facts pled in the operative FAC or Plaintiff's letter to the LWDA, including without limitation, claims relating to: (i) the payment of "Guaranteed Regular Hours"; (ii) the alleged failure to pay overtime wages; (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay; (iv) the alleged failure to pay sick leave at the regular rate of pay; (v) the alleged failure to provide complete and accurate wage statements; (vi) the alleged failure to timely pay all wages owed to employees who quit or are terminated; and (vii) claims for interest and any other claims and penalties premised on the aforementioned allegations ("Released Claims"). "Released Claims" includes all types of relief available under state law for the above-referenced claims as well as state law claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under California law or any state or local law or common law, including, without limitations, violations of the California Labor Code, the Wage Orders, and any applicable regulations and any and all claims under the Fair Labor Standards Act related to the facts and Claims alleged in the operative FAC.

In addition, a Participating Class Member's act of negotiating his or her Individual Class Settlement Payment for payment shall operate as, and be deemed to express, the Participating Class Member's intent to opt in, join, settle, and fully release and discharge all of the Released Claims, including any claims the Participating Class Member may have under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

If you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any other Released Party about any of the Released Claims resolved by the Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims by All Class Members. In addition, upon the Effective Date, Plaintiff, each Class Member, and the LWDA, in exchange for the PAGA Penalties, shall fully release any and all PAGA claims against the Released Parties arising during the PAGA Period and alleged in the operative FAC and/or Plaintiff's letter to the LWDA, or which could have been alleged based on the facts pled in the operative FAC and/or alleged in Plaintiff's letter to the LWDA, including without limitation PAGA claims relating to: (i) the payment of "Guaranteed Regular Hours"; (ii) the alleged failure to pay overtime wages; (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay; (iv) the alleged failure to pay sick leave at the regular rate of pay; (v) the alleged failure to provide complete and accurate wage statements; (vi) the alleged failure to timely pay all wages owed to employees who quit or are terminated; (vii) claims for interest and any other claims and penalties premised on the aforementioned allegations, and (viii) any other PAGA claims premised on the aforementioned allegations.

5. How much will my payment be?

Defendant's records reflect that you have worked <<____>> workweeks for Defendant during the Class Period of April 12, 2019, through May 11, 2025.

Based on this information, your estimated Individual Class Settlement Payment from the Net Distribution Fund is <<____>>.

Defendant's records reflect that you have worked <<____>> pay periods for Defendant during the PAGA Period of January 29, 2024, through May 11, 2025.

Based on this information, your estimated Individual PAGA Settlement Payment from the PAGA Members Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 15 additional days after re-mailing, whichever is later] ("Response Deadline").

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. Following final approval of the Settlement by the Court, a check for your Individual Class Settlement Payment will be mailed automatically to the same address as this Class Notice. Similarly, if you were employed during the PAGA Period, payment for your Individual PAGA Settlement Payment will be mailed automatically following final approval of the Settlement by the Court. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____, 2025, at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as Class Counsel Attorneys' Fee Award and Attorneys' Costs, the Class Representative Service Award to Plaintiff, the Settlement Administration Costs, and the PAGA Penalties. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within three (3) months from this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the non-PAGA portion of the Settlement?

If you do not wish to participate in the non-PAGA portion of the Settlement, you may request exclusion from that part of the Settlement, or "opt out." **If you opt out of the non-PAGA portion of the Settlement, you will not receive an Individual Class Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, you will still be paid your Individual PAGA Settlement Payment and will remain bound by the release of the Released PAGA Claims regardless whether you submit a request for exclusion from the Settlement. You may not opt out of the PAGA portion of the Settlement.

To opt out of the non-PAGA portion of the Settlement, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or 15 days after re-mailing, whichever is later]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from, the non-PAGA portion of the Settlement and Released Class Claims in the *Banguis v. WM Corporate Services, Inc.* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; and (3) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Banguis v. WM Corporate Services, Inc.*, Case No. STK-CV-UOE-2023-0003707. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the non-PAGA portion of the Settlement?

Any Class Member who has not opted out and believes that the non-PAGA portion of the Settlement should not be finally approved by the Court for any reason may object to that part of the proposed Settlement, including the Class Counsel Attorneys' Fee Award and Attorneys' Costs, the Class Representative Service Award to Plaintiff, and the Settlement Administration Costs. Objections must be in writing and must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, describe why you believe the non-PAGA portion of the Settlement is unfair, and state whether you intend to appear at the Final Approval Hearing. All written objections or other correspondence must also state the name and number of the case, which is *Banguis v. WM Corporate Services, Inc.*, in the Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0003707.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the mailing of the Class Notice or 15 days after re-mailing, whichever is later]. Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys' fees and costs, the service payment to Plaintiff and any and all other aspect of the Settlement.

Class Members who timely submit written objections to the non-PAGA portion of the Settlement may, but are not required to, appear at the Final Approval Hearing on _____, 2025 at 9:00 a.m., either in person or through an attorney. If you hire an attorney to appear on your behalf, you will be responsible for paying that attorney. The Final Approval Hearing can be attended remotely through the Court's bridge system. Please check the Court's website for current information concerning appearances and how to view court proceedings: <https://www.sjcourts.org>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the non-PAGA portion of the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share. You do not have a right to object to the PAGA portion of the Settlement.

The addresses for Parties' counsel are as follows:

Class Counsel:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on _____, 2025, at the San Joaquin County Superior Court, located at 180 E Weber Avenue, Stockton, California 95207, in Department 11A before Judge Esmerelda Zendejas. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as Class Counsel Attorneys' Fee Award and Attorneys' Costs, the Class Representative Service Award to Plaintiff, the Settlement Administration Costs, and the PAGA Penalties. If there are objections to the non-PAGA portion of the Settlement, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, the new hearing date can be found on the Court Public Portal webpage for the San Joaquin County Superior Court (<https://cms.sjcourts.org/fullcourtweb/mainMenu.do>) by entering the Case No. STK-CV-UOE-2023-0003707.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Banguis v. WM Corporate Services, Inc.* Settlement Administrator, c/o _____, or view the Settlement website at https://www._____.com; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. You may also get more details by examining the Court's file on the Internet via the Court Public Portal webpage for the Contra Costa County Superior Court (<https://cms.sjcourts.org/fullcourtweb/mainMenu.do>) and entering the Case No. STK-CV-UOE-2023-0003707. If you wish to view the Court files in person, you can go to the Clerk's Office at 180 E. Weber Ave., Stockton, CA 95207.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share and portion of the PAGA Allocation.
- Settlement checks will be null and void if not cashed within one hundred eighty (180) days after its mailing. In such event, the Settlement Administrator shall pay all unclaimed funds to the nonprofit organization CASA of San Joaquin County, a child advocacy program that places Court Appointed Special Advocates For Children (website is www.nochildabuse.org).
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.