

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
 Talar DerOhannessian (SBN 311687)
talar.derohannessian@wilshirelawfirm.com
 Kareen Shatikian (SBN 346554)
kareen.shatikian@wilshirelawfirm.com

WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

ERIC NELSON, individually, and on behalf
 of all others similarly situated,

Plaintiff,

v.

PCT ENTERPRISES, INC. DBA
 PRECISION CABINETS AND TRIM, a
 California corporation; and DOES 1 through
 10, inclusive,

Defendants.

Case No. C23-00453

*[Assigned for all purposes to: Hon. Benjamin
 T. Reyes, II, Dept. 16]*

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Complaint filed: February 28, 2023
 FAC filed: July 12, 2023
 Trial date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Eric Nelson (“Plaintiff”) and Defendant PCT Enterprises, Inc. dba Precision Cabinets and Trim (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendants captioned *Eric Nelson v. PCT Enterprises, Inc. dba Precision Cabinets and Trim*, Contra Costa Superior Court Case No. C23-00453.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to

appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the PAGA Period, as more fully defined in Labor Code section 2775, *et seq.*, including current and former employees (“Aggrieved Employee(s)”).

1.5 “Class” means all persons who were employed by Defendant in California as hourly-paid or non-exempt employees at any point during the Class Period, including current and former employees (“Class Member(s)”).

1.6 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and Kareen Shatikian, Esq. of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at \$462,000.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$65,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last-known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods.

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and

direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from August 14, 2019, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

1.13 “Class Period End Date” shall be the date on which the Court enters an order granting preliminary approval of this Settlement, inclusive, unless the Class Period End Date is shortened pursuant to the Escalator Clause.

1.14 “Class Representative” means the named Plaintiff Eric Nelson in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Contra Costa.

1.17 “Defendant” means named Defendant PCT Enterprises, Inc. dba Precision Cabinets and Trim.

1.18 “Defense Counsel” means Julie A. Marquis, Nicole Cloudsley and Dane M. Willis of Freeman Mathis & Gary, LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters or files a signed Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval

of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$1,400,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one or more hours during the PAGA Period.

1.33 “PAGA Period” means the period is March 9, 2022, through the date on which the Court

issues an order granting preliminary approval of this Settlement, inclusive.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 “PAGA Notice” means Plaintiff’s March 9, 2023, letter (LWDA-CM-941052-23) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$70,000.00), allocated 25% to the Aggrieved Employees (\$17,500.00) and 75% to LWDA (\$52,500.00) in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiff” means Eric Nelson, the named plaintiff in the Action.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendant and Defendant’s former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Actions effected by this Agreement and the

Judgment.

1.46 “Workweek” means any workweek in which a Class Member worked any hours for Defendant in California during the Class Period.

2. RECITALS.

2.1 Plaintiff Eric Nelson filed this class action complaint on February 28, 2023, against Defendant PCT Enterprises, Inc. dba Precision Cabinets and Trim for systemic violations of the California Labor Code and Business & Professions Code. Plaintiff brings this action on behalf of himself and similarly situated employees for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197.); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (6) Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); (7) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). On March 9, 2023, Plaintiff filed a PAGA Notice with the California Labor & Workforce Development Agency and served to Defendant, pursuant to Labor Code § 2699.3(a). On July 12, 2023, Plaintiff amended his complaint to include a representative cause of action under the Private Attorneys General Act (PAGA) to seek civil penalties on behalf of the State of California and other aggrieved employees. Defendant’s liability is supported by Plaintiff’s testimony and corroborated by the nature of Defendant’s policies and practices, which affected not only Plaintiff but similarly situated employees across the class period.

2.2 This matter is assigned for all purposes to Honorable Benjamin T. Reyes, II, Department 16 of the Contra Costa Superior Court. A trial date has not been set.

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

2.4 In advance of mediation, Defendant provided formal and informal discovery, including Defendant’s production of Class member and Aggrieved Employees’ time and pay records;

Plaintiff's personnel files including complete records and pay stubs; data points; Employee Handbooks; and other standalone policy documents. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to the Actions.

2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.6 On November 25, 2025, the Parties participated in an all-day mediation presided over by mediator Mark LeHocky, Esq. via Zoom. The Parties thereafter accepted a mediator's proposal and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on January 26, 2026.

2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay \$1,400,000.00 to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than \$15,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not

1 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the
2 Court approves an Enhancement Award less than the amount requested, the Administrator will
3 retain the remainder in the Net Settlement Amount to be distributed to Participating Class
4 Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff
5 assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

6 **3.2.2 To Class Counsel:** A Class Counsel Fees Payment of not more than one-third (1/3)
7 of the GSA, which is currently estimated to be \$462,000.00, and a Class Counsel Litigation
8 Expenses Payment for actual costs, not to exceed \$65,000.00. Defendant will not oppose requests
9 for these payments. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
10 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
11 remainder to the Net Settlement Amount for distribution to Participating Class Members.
12 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising
13 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
14 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
16 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
17 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
18 from any dispute or controversy regarding any division or sharing of any of these Payments.

19 **3.2.3 To the Administrator:** An Administrator Costs for actual costs, not to exceed
20 \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the
21 Administration Costs are less, or the Court approves payment of less than requested, the
22 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
23 Participating Class Members.

24 **3.2.4 To Each Participating Class Member:** An Individual Class Payment is calculated by
25 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period, and (b) multiplying the result by each
27 individual Participating Class Member's Workweeks.

28 **3.2.4.1 Tax Allocation of Individual Class Payments.** Twenty percent (20%) of

each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eight percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00) allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of the sample records, the Parties estimate there were approximately 659 Class Members who collectively worked a total of 63,781 Workweeks during the Class Period through the date of the

1 November 25, 2025 mediation.

2 **4.2 Class Data.** Within 30 days of notice of the Court order granting preliminary approval
3 of this Settlement, Defendant will deliver to the Administrator identifying information in
4 Defendant's possession, custody, or control for each Class Member, including each Class
5 Member's name, Social Security Number, last known mailing address, last known telephone
6 number, number of Workweeks, and number of PAGA Pay Periods. The Administrator will
7 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
8 (such as issuing notices and payments to the Class Members) and for no other purpose, and restrict
9 access to the Class Data to Administrator employees who need access to the Class Data to effect
10 and perform under this Agreement. Defendant has a continuing duty to immediately notify Class
11 Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted class member
12 identifying information, and to provide corrected or updated Class Data as soon as reasonably
13 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
14 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
15 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
16 Additionally, on or before the date on which Plaintiff files the initial motion for approval of this
17 Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the Class Data
18 will be in their possession by no later than the date and time of the hearing on Plaintiff's motion
19 for approval of this Settlement, to ensure that there will be no delays in providing the Class Data
20 to the Administrator.

21 **4.3 Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement
22 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
23 the funds to the Administrator no later than thirty (30) days of the Effective Date.

24 **4.4 Payments from the Gross Settlement Amount.** Within seven (7) days after Defendant
25 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
26 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
27 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
28 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel

1 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
2 Individual Class Payments and Individual PAGA Payments.

3 **4.4.1** The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
5 face of each check shall prominently state the date (180 days after the date of mailing) when the
6 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
7 Void Date. The Administrator will send checks for Individual Settlement Payments to all
8 Participating Class Members (including those for whom the Class Notice was returned
9 undelivered). The Administrator will send checks for Individual PAGA Payments to all
10 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
11 Employees (including those for whom Class Notice was returned undelivered). The
12 Administrator may send Participating Class Members a single check combining the Individual
13 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
14 Administrator must update the recipients’ mailing addresses using the National Change of
15 Address Database.

16 **4.4.2** The Administrator must conduct a Class Member Address Search for all other Class
17 Members whose checks are returned undelivered without USPS forwarding address. Within
18 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the Class Member Address
20 Search. The Administrator need not take further steps to deliver checks to Class Members whose
21 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
22 replacement check to any Class Member whose original check was lost or misplaced, requested
23 by the Class Member prior to the void date.

24 **4.4.3** For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
26 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
27 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
28 California Code of Civil Procedure Section 384, subd. (b).

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

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

5.1 Plaintiff's Release. Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, Plaintiff agrees to a general release of all of Plaintiff's known and unknown claims against the Released Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

1 **5.2 Released Class Claims:** Upon Defendant's payment in full of the GSA and the
2 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the
3 claims waived, released, and discharged by Class Members (other than those who submit timely
4 and valid requests for exclusion) as to the Released Parties are all claims arising during the Class
5 Period which were asserted against Defendant in the operative complaint filed in the Action or
6 which reasonably could have been asserted against Defendant based on the factual allegations
7 stated the operative complaint filed in the Action.

8 **5.3 Released PAGA Claims:** Upon Defendant's payment in full of the GSA and the
9 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the
10 claims waived, released, and discharged by Aggrieved Employees and the State of California as
11 to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which
12 were asserted against Defendant in Plaintiff's PAGA Notice preceding the Action and/or the
13 operative complaint filed in the Action or (b) which reasonably could have been asserted against
14 Defendant based on the factual allegations stated in Plaintiff's PAGA Notice preceding the Action
15 and/or the operative complaint filed in the Action.

16 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for
17 preliminary approval ("Motion for Preliminary Approval").

18 **6.1 Plaintiff's Responsibilities.** Plaintiff will prepare all documents necessary for obtaining
19 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
20 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
21 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
22 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
23 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
24 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
25 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
26 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
27 to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant
28 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In

their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation

section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 **7.4.5** If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should
3 have received Class Notice, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
5 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, the Administrator will send, via email or overnight delivery, a Class Notice requiring
7 them to exercise options under this Agreement not later than 14 days after receipt of Class Notice,
8 or the deadline dates in the Class Notice, whichever are later.

9 **7.5** Requests for Exclusion (Opt-Outs).

10 **7.5.1** Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
12 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
13 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
14 Class Member or his/her representative that reasonably communicates the Class Member's
15 election to be excluded from the Settlement and includes the Class Member's name, address and
16 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
17 emailed, or postmarked by the Response Deadline.

18 **7.5.2** The Administrator may not reject a Request for Exclusion as invalid because it fails
19 to contain all the information specified in the Class Notice. The Administrator shall accept any
20 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to challenge. If the
23 Administrator has reason to question the authenticity of a Request for Exclusion, the
24 Administrator may demand additional proof of the Class Member's identity. The Administrator's
25 determination of authenticity shall be final and not appealable or otherwise susceptible to
26 challenge.

27 **7.5.3** Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and

bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.5.5 In the event 10% or more of the Class Members opt-out of the settlement, Defendant may, at its option, void the settlement. However, Defendant agrees to pay the costs of the Settlement Administrator incurred in administering the settlement up to the date the settlement is voided if Defendant chooses to exercise this opt-out option.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment and/or Enhancement Award.

4 **7.7.2** Participating Class Members may send written objections to the Administrator, by
5 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
6 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
7 Participating Class Member who elects to send a written objection to the Administrator must do
8 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
9 14 days for Class Members whose Class Notice was re-mailed).

10 **7.7.3** Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 **7.8** Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
13 be performed or observed by the Administrator contained in this Agreement or otherwise.

14 **7.8.1** Website, Email Address and Toll-Free Number. The Administrator will establish,
15 maintain and use an internet website to post information of interest to Class Members including
16 the date, time and location for the Final Approval Hearing and copies of the Settlement
17 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
18 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
20 Administrator will also maintain and monitor an email address and a toll-free telephone number
21 to receive Class Member calls, faxes and emails.

22 **7.8.2** Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
23 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
24 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
25 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
26 and other identifying information of Class Members who have timely submitted valid Requests
27 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
28 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for

1 Exclusion from Settlement submitted (whether valid or invalid).

2 **7.8.3 Weekly Reports.** The Administrator must, on a weekly basis, provide written reports
3 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
4 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
5 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
6 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
7 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
8 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
9 objections received.

10 **7.8.4 Workweek and/or Pay Period Challenges.** The Administrator has the authority to
11 address and make final decisions consistent with the terms of this Agreement on all Class Member
12 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
13 shall be final and not appealable or otherwise susceptible to challenge.

14 **7.8.5 Administrator’s Declaration.** Not later than 14 days before the date by which
15 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
16 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
17 Court attesting to its due diligence and compliance with all of its obligations under this
18 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
19 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
20 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
21 of written objections and attach the Exclusion List. The Administrator will supplement its
22 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
23 for filing the Administrator’s declaration(s) in Court.

24 **7.8.6 Final Report by Settlement Administrator.** Within 10 days after the Administrator
25 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
26 and Defense Counsel with a final report detailing its disbursements by employee identification
27 number only of all payments made under this Agreement. At least 15 days before any deadline
28 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense

Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.7 ESCALATOR CLAUSE. There were approximately 63,781 workweeks as of the date of the Parties' November 25, 2025 mediation. In the event it is determined that the actual number of workweeks as of the Class Period End Date exceeds 63,781 by more than 10% (i.e., greater than 10% more than 63,781, which equals 70,159), then either, at the option of Defendant, (1) the Gross Settlement Amount will increase by a pro-rata dollar value for every percentage increase in workweeks in excess of the 10% threshold ("Option 1"), or (2) the Class Period End Date will be the last day of the workweek during which the actual number of workweeks exceeds 63,781 by 10% (i.e., the number of workweeks first equals 70,159) ("Option 2"). For example, in the event Defendant elects Option 1, if the actual number of workweeks is determined to be 12% higher than 63,781 (i.e., the number of workweeks increases to 71,435), the Gross Settlement Amount will be increased by 2%. In the event Defendant elects Option 2, if the Class Period is shortened under this provision, the PAGA Claim Period shall be similarly shortened to the same end date. Absent express election to the contrary, Option 2 is Defendant's default election.

8. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

1 **8.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Enhancement
6 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
7 Administrator Costs shall not constitute a material modification to the Agreement within the
8 meaning of this paragraph.

9 **8.3 Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
11 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 **8.4 Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
16 counsel, and all Participating Class Members who did not object to the Settlement as provided in
17 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
18 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
19 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
20 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
21 obligations to perform under this Agreement will be suspended until such time as the appeal is
22 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
23 of the Net Settlement Amount.

24 **8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
28 expeditiously work together in good faith to address the appellate court's concerns and to obtain

Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government

1 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
2 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
3 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
4 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
5 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
6 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
7 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
8 communication, before the filing of the Motion for Preliminary Approval, with any third party
9 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
10 "the matter was resolved," or words to that effect. This paragraph does not restrict Class
11 Counsel's communications with Class Members in accordance with Class Counsel's ethical
12 obligations owed to Class Members.

13 **10.3 No Solicitation.** The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
16 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
17 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

18 **10.4 Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 **10.5 Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.

27 **10.6 Cooperation.** The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is

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

10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq.
 bejamin.haber@wilshirelawfirm.com
 Talar DerOhannessian, Esq.
 talar.derohannessian@wilshirelawfirm.com
 Kareen Shatikian, Esq.
 karen.shatikian@wilshirelawfirm.com
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

FREEMAN MATHIS & GARY, LLP

Julie A. Marquis, Esq.
 jmarquis@fmglaw.com
 Nicole Cloudsley, Esq.
 ncloudsley@fmglaw.com
 1010 B Street, Suite 400
 San Rafael, California 94901
 Telephone: 415.394.9500
 Facsimile: 833.317.0293

Dane M. Willis, Esq.
 dane.willis@fmglaw.com
 1013 Galleria Boulevard, Suite 250
 Roseville, California 95678-1365
 Telephone: 916.472.3300

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement

shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Contra Costa County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

Plaintiff:

Dated: 4/22/2026

DocuSigned by:
Eric Nelson
799AA1DB0A2F4B1...

ERIC NELSON

Defendant:

Dated: 6/17/2026 | 04:58:16 PDT

DocuSigned by:
Paul Taylor
C71229F4BBS4496

PCT ENTERPRISES, INC. DBA PRECISION
CABINETS AND TRIM

By (name): Paul Taylor

Title: President

///
///
///

1 Approved as to form:

2 WILSHIRE LAW FIRM, PLC

3
4 Dated: 4/22/2026

By: 
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Kareen Shatikian, Esq.
Counsel for Plaintiff Eric Nelson

8 FREEMAN MATHIS & GARY, LLP

9
10 Dated: 6/17/26

By: 
Julie A. Marquis, Esq.
Nicole Clowdsley, Esq.
Dane M. Willis, Esq.
Counsel for Defendant PCT Enterprises, Inc. dba
Precision Cabinets and Trim

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

Nelson v. PCT Enterprises, Inc. dba Precision Cabinets and Trim
Contra Costa County Superior Court, Case No. C23-00453

***The Contra Costa County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Action”) against PCT Enterprises, Inc. dba Precision Cabinets and Trim (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Eric Nelson and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (August 14, 2019, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (March 9, 2022, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant PCT Enterprises, Inc. dba Precision Cabinets and Trim at some point(s) between August 14, 2019, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is March 9, 2022, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The Court in charge of the Action is the Contra Costa County Superior Court. The case is titled *Nelson v. PCT Enterprises, Inc. dba Precision Cabinets and Trim*, Case No. C23-00453. The person who sued, Eric Nelson, is the Plaintiff, and the company sued, PCT Enterprises, Inc. dba Precision Cabinets and Trim, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuits alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to furnish accurate itemized wage statements; (6) failure to produce employment records; (7) failure to timely pay final wages at termination; (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time from August 14, 2019, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$1,400,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees up to one-third of the GSA or \$462,000.00 and reimbursement for reasonable costs; Enhancement Award up to \$15,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$70,000.00 to resolve the PAGA claims; and Settlement Administration Costs to [REDACTED], not to exceed \$ [REDACTED]. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$ [REDACTED]. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$70,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$52,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$17,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from August 14, 2019, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties, which will be reported on IRS Forms 1099.

Individual PAGA Payment: If you worked for Defendant from March 9, 2022, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 21 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be forwarded to **the** State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you timely exclude yourself, you will become a Participating Class Member. This means that you may not sue, continue to sue, or participate in any other lawsuit against Defendant concerning the legal claims resolved by this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and related entities and individuals (collectively, the "Released Parties"). These releases will become effective after the Court's approval of the Settlement becomes final.

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Released Class Claims: The “Released Class Claims” include all claims under state, federal, and local law that were asserted or could have been asserted based on the facts alleged in the lawsuit against Defendant, arising during the Class Period, against the Released Parties. The Released Class Claims do not include claims for retaliation, discrimination, workers’ compensation, unemployment insurance, disability benefits, or claims outside the Class Period.

Released PAGA Claims: If you are an Aggrieved Employee (that is, if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under the California Private Attorneys General Act (“PAGA”) arising during the PAGA Period that were asserted or could have been asserted based on the facts alleged in Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency and the lawsuit. Aggrieved Employees cannot opt out of the release of the PAGA claims, regardless of whether they exclude themselves from the class settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].

PCT Enterprises, Inc. dba Precision Cabinets and Trim, Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (March 9, 2022, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendant for the claims resolved by this Settlement. If you have a pending lawsuit against Defendant relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement.

The deadline to request exclusion is forty-five (45) days from the date the Class Notice is mailed.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian
kareen.shatikian@wilshirelawfirm.com
Alan Wilcox, Esq.
alanwilcox@wilshirelawfirm.com
Lucy Nguyen, Esq.
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, currently estimated at \$462,000.00, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed \$ [REDACTED]. The Court may award Class Counsel less than the amounts requested.

Class Counsel will also ask the Court to approve an enhancement award to Plaintiff Eric Nelson in the amount of \$15,000.00, in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment, for the initiative, risk, and time and effort Plaintiff spent serving as the Class Representative. The Court may award a Class Representative less than the amount requested.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026, at the following address:

[INSERT]

PCT Enterprises, Inc. dba Precision Cabinets and Trim, Settlement

XXXXX

City, State, XXXXX

Email:

Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 16 of the Contra Costa County Superior Court located at 1111 Ward Street, Martinez, CA 94553, to determine whether the

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

[INSERT]
PCT Enterprises, Inc. dba Precision Cabinets and Trim, Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR PCT ENTERPRISES, INC. DBA PRECISION CABINETS AND TRIM'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE