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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 the Honorable  
Benjamin T. Reyes, II, Dept. 16]*

**DECLARATION OF BENJAMIN H.  
HABER IN SUPPORT OF PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: April 21, 2027

Time: 9:00 a.m.

Dept.: 16

Complaint filed: February 28, 2023

FAC filed: July 12, 2023

Trial date: Not Set

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Eric Nelson (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

## Procedural History

4. On March 9, 2023, Plaintiff provided written notice to the LWDA and Defendant the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff's March 9, 2023, letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that intended to investigate within 65 days of this written notice. Therefore, on July 12, 2023, Plaintiff filed a First Amended Complaint in this Class Action adding a ninth cause of action for civil penalties under PAGA.

6. On April 4, 2025, Plaintiff served formal written discovery onto Defendant.

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DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1           8.     On May 30, 2025, Defendant provided responses to Plaintiff's formal written  
2 discovery requests.

3           9.     On June 20, 2025, Plaintiff responded to Defendant's formal written discovery  
4 requests.

5           10.    On July 17 and 18, 2025, Plaintiff deposed three of Defendant's Persons Most  
6 Knowledgeable.

7           11.    On August 19, 2025, Defendant took Plaintiff's full-day deposition and separately  
8 delivered the putative class contact list to Plaintiff's counsel.

9           12.    The parties engaged in extensive conference regarding discovery and the possibility  
10 of resolution by way of a second mediation session.

11          13.    The parties ultimately decided to attempt a second session to resolve the matter.  
12 The parties exchanged updated data and documents prior to the second mediation session.  
13 Plaintiff's counsel communicated with numerous putative class members in preparation for that  
14 mediation.

15          14.    On November 25, 2025, the parties participated in a private full-day mediation with  
16 Mark LeHocky, Esq. The negotiations were adversarial, conducted at arm's length, and tempered  
17 by the efforts of both sides to serve the interests of their clients. At the end of the day, the mediator  
18 made a proposal, which was accepted by the parties.

19          15.    The parties negotiated the terms of the Settlement Agreement over the next several  
20 months, which was finalized on June 17, 2026. A true and correct copy of the parties' fully executed  
21 Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as  
22 **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct copy of the parties' proposed Class  
23 Notice.

24          16.    On September 30, 2026, Plaintiff submitted a copy of the Settlement Agreement to  
25 the LWDA. A true and correct copy of the confirmation of submission my office received after  
26 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

### Investigation and Exposure Analysis

1           17.     Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,  
2 applicable law, and potential defenses. Plaintiff's Counsel assessed the value of the class claims  
3 using the data and documents that Defendant produced in informal discovery, including the number  
4 of Class Members, the number of workweeks in the Class Period, the number of pay periods in the  
5 PAGA Period, Plaintiff's personnel file/documents concerning Plaintiff, Defendant's employee  
6 handbook(s), Defendant's written wage-and-hour policies, job descriptions, and a random sampling  
7 of time and payroll records. Plaintiff's Counsel engaged an expert consultant to quantify the potential  
8 exposure using the time and payroll records, and then assessed the risks associated with each claim  
9 meriting reductions in the likely success at class certification and likely recovery at trial.

10           18.     Defendant's records show that there are approximately 659 Class Members, making  
11 joinder of all Class Members impracticable. Further, given the size and amount of each Class  
12 Members' claim, Class Members have little incentive to litigate their claims on an individual basis  
13 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely  
14 outweigh any potential recovery.

15           19.     Plaintiff has alleged that Defendant maintained common employment policies and/or  
16 practices that unlawfully deprived Class Members of wages, meal period, rest periods,  
17 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon  
18 separation of employment. These allegations present common factual and legal questions of, *inter*  
19 *alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period,  
20 and reimbursement policies to all Class Members, whether these policies and practices resulted in  
21 Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members  
22 are entitled to damages and/or penalties. These common questions could be resolved using Class  
23 Members' time records, payroll records, testimony from Defendant's designated representative(s),  
24 and Class Members' testimony.

25           20.     Although the exposure Plaintiff's Counsel calculated is substantial, the various risks  
26 of succeeding at class certification and through trial affected the valuation of the claims for settlement  
27 purposes.  
28

1           21.     Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage  
2 claims were based on the allegation that Defendant required Class Members to perform work duties  
3 while off the clock, without compensation. For example, Plaintiff alleged that Defendant required  
4 him and other Class Members to perform off-the-clock work pre-shift, during meal periods, rest  
5 periods, and post-shift without additional compensation. For purposes of calculating Defendant's  
6 liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel assumed that  
7 all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated  
8 that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in potential  
9 exposure for this claim of approximately \$2,816,568.96 (63,781 workweeks x \$29.44 average  
10 hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied  
11 heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll  
12 records, the risk of succeeding at class certification and trial was substantial. Accordingly,  
13 Plaintiff's Counsel applied a risk discount based on a 30% chance of succeeding at class  
14 certification and a 30% chance of succeeding at trial on the merits, yielding a realistic damage  
15 estimate of approximately \$253,491.21 (\$2,816,568.96 x 30% x 30%).

16           22.     Meal Periods: Plaintiff's meal period claim was based on the allegation that  
17 Defendant failed to provide Class Members with legally compliant meal periods or pay meal period  
18 premiums in lieu thereof. For example, Plaintiff alleged that Defendant required him and other  
19 Class Members to perform work related tasks while clocked out for meal periods without payment  
20 of premiums or revising the timeclock to reflect when the meal period truly ended. Plaintiff also  
21 alleged Defendant performed auto-deduction of meal periods at times. Additionally, Plaintiff's  
22 Counsel's expert consultant determined there was a 76% meal period violation (for shifts over 5  
23 hours) rate from the sampling of Defendant's time and payroll records, where meal periods were  
24 short, late, or missed (there was a 66.6% violation rate for shifts over 6 hours that are not waivable  
25 and apparent auto-deduction meal periods). Defendant contends and the evidence suggests that  
26 these instances were subject to a bell system that would relieve Defendant's obligation to record  
27 meal periods and provide a complete defense on this issue. Therefore, potential liability for the  
28 meal period claim is approximately \$6,469,334.02 (289,140 shifts over 5 hours x \$29.44 average

hourly rate x 76% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit and that a 76% violation rate is unrealistic, Plaintiff's Counsel discounted this figure based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$388,160.04 ( $\$6,469,334.02 \times 30\% \times 20\%$ ).

23. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required him and other Class Members to work through their rest periods due to the heavy workload, as well as donning and doffing work attire during rest periods when provided. Based on Plaintiff's allegations and Plaintiff's and other Class Members' experience working for Defendant, Plaintiff's Counsel applied a 100% violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest period claim is approximately \$8,780,597.76 (298,254 shifts of 3.5 hours or longer x \$29.44 average hourly rate x 100% violation rate). However, Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$526,835.87 ( $\$8,780,597.76 \times 30\% \times 20\%$ ).

24. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as mandatory use of personal cell phones for work purposes, including after hours. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each Class Member for \$10.00 per workweek in unreimbursed expenses, for a total amount of approximately \$637,810.00 ( $\$10 \times 63,781$  workweeks). However, Defendant argued that these

1 expenses were not required by Defendant, and that it could not have known that these expenses  
2 were being incurred. Accordingly, Plaintiff's Counsel discounted this claim based on a 30%  
3 chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a  
4 realistic damage estimate of approximately \$57,402.90 ( $\$637,810.00 \times 30\% \times 30\%$ ).

5 25. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-  
6 the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is  
7 approximately \$18,066,500.74. However, after factoring in the risk and uncertainty of prevailing  
8 at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery  
9 for these non-penalty wage claims is approximately \$1,168,487.12.

10 26. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay  
11 all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect  
12 to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that  
13 Defendant's maximum potential liability is approximately \$4,931,678.72. Defendant's maximum  
14 potential liability for waiting time penalties is approximately \$3,099,678.72 ( $[428 \text{ employees} \times$   
15  $\$29.44 \text{ average hourly rate of pay} \times 8.00 \text{ hours/day} \times 30 \text{ days}]$  based on approximately 428  
16 formerly employed Class Members during the 3-year statute of limitations period and an average  
17 shift length of 8 hours. Defendant's maximum potential liability for inaccurate wage statements is  
18 approximately \$1,832,000.00 ( $458 \text{ employees} \times \$4,000.00 \text{ statutory maximum}$ ) based on  
19 approximately 458 Class Members who worked during the 1-year statute of limitations period and  
20 approximately 20,813 pay periods in that statutory timeframe. In light of the foregoing, Plaintiff's  
21 Counsel believes that it would be unrealistic to expect the Court to award the full \$4,931,678.72  
22 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the  
23 challenges of establishing willfulness as applicable, and the discretionary nature of penalties.  
24 Considering that the underlying wage claims are realistically estimated to be approximately  
25 \$1,168,487.12, such a disproportionate award would also raise due process concerns. As such,  
26 Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining  
27 class certification and prevailing at trial, resulting in a realistic evaluation of approximately  
28 \$185,980.72 for waiting time penalty claims ( $\$3,099,678.72 \times 30\% \times 20\%$ ), and approximately

1 \$109,920.00 for wage statement penalty claims ( $\$1,832,000.00 \times 30\% \times 20\%$ ), or approximately  
2 \$295,900.72 total for statutory penalties.

3 27. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's  
4 potential exposure could potentially reach \$2,081,300.00, assuming the initial \$100 penalty would  
5 apply for each of the 20,813 pay periods in the PAGA Period. However, even assuming success  
6 on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of  
7 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and  
8 oppressive, or confiscatory. As such, Plaintiff's counsel discounted this figure to account for the  
9 risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately  
10 \$208,130.00 for PAGA penalties ( $\$2,081,300.00 \times 10\%$ ). The settlement allocates \$70,000.00 of  
11 the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross  
12 Settlement Amount and approximately 34% of the realistic maximum damages for PAGA penalties  
13 ( $\$70,000 / \$208,130.00$ ).

14 28. Using these estimated figures, Plaintiff's Counsel predicted that the realistic  
15 maximum recovery for all claims, including penalties, would be approximately \$1,729,920.74.  
16 This means that the gross settlement amount represents approximately 81% of the realistic  
17 maximum recovery ( $\$1,400,000.00 / \$1,729,920.74$ ). Considering the risk and uncertainty of  
18 prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because  
19 of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid  
20 the risk of an unfavorable judgment.

21 29. Based on the figures in the Settlement Agreement, the Net Settlement Amount  
22 available for class settlement payments is currently estimated to be \$773,000.00 for approximately  
23 659 Class Members. As a result, each Settlement Class Member would be eligible to receive an  
24 average net benefit of approximately \$1,172.99. Based on the estimated Net Settlement Amount  
25 available for individual class payments and there being approximately 63,781 workweeks in the  
26 Class Period, the estimated weekly valuation for Individual Class Payments is \$12.12 ( $\$773,000 /$   
27  $63,781$  workweeks).

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### Plaintiff's Counsel's Qualifications

30. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

31. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

32. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

33. I am a Partner at WLF. I graduated from the University of California, Los Angeles, in 2012 and received my Juris Doctor from the University of California, Hastings College of the Law (now the University of California College of Law, San Francisco) in 2016. During law school, I was a member of the executive board for the *Hastings Law Journal*; a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for *SCOCAblog*, which continues to be a leading online publication for analysis regarding trends and cases before the California Supreme Court. Since graduating from law school, I have focused my legal work primarily on wage-and-hour litigation and have helped obtain more than one hundred class settlements on behalf of tens of thousands of workers in California. I was also selected as a "Southern California Rising Star" in 2024, 2025, and 2026.

34. I have been appointed as class counsel in numerous wage-and-hour cases throughout California. Below is a non-exhaustive list of cases where I was appointed as class counsel or I and other members of WLF were appointed as class counsel:

- a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.

- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.
- s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.

- t. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.
- u. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- v. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- w. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- x. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.
- y. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.
- z. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.
- aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No. 22STCV37390; Motion for Final Approval granted on December 3, 2024.
- bb. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

35. Talar DerOhannessian is a Senior Attorney at Wilshire Law Firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts in Communications Studies and earned her Juris Doctor degree from Loyola Law School, Los Angeles. She was admitted to practice law in the State of California in 2016 and has since been admitted to all four federal district courts in California. Prior to joining Wilshire Law Firm, PLC, she worked at various law firms and advocacy groups gaining experience in various areas of law and practice, including election law, mass torts, personal injury, and employment law. Since 2019, she has specialized in wage and hour class actions and representative actions brought under California's Private Attorneys General Act ("PAGA"). As a Senior Attorney at Wilshire Law Firm, she leads and manages over one hundred complex wage and hour class and PAGA matters pending in courts throughout the State of California.

36. Trenten Bilodeaux is an Associate Attorney at WLF. He is currently in his sixth

1 year of practice involving corporate entities in complex class action litigation in state and federal  
2 courts. He is admitted to practice before all courts in the State of California, the State of Oregon,  
3 and the United States District Court for the Northern, Eastern, and Central Districts of California.  
4 Over the course of his career, he has participated in numerous class action settlements for similar  
5 employment and wage claims as those present here. Prior to practice, he graduated cum laude with  
6 a Bachelor of Arts in Political Science from California State University, Chico before accepting a  
7 scholarship to attend the University of the Pacific, McGeorge School of Law where he achieved a  
8 Juris Doctorate and graduated with honors in 2020.

9         37. Kareen Shatikian is an Associate Attorney at Wilshire Law Firm. She is admitted to  
10 practice in the State of California, and the United States District Courts for the Central, Southern,  
11 Eastern, and Northern Districts of California. She graduated from the California State Polytechnic  
12 University, Pomona with a Bachelor of Arts in Sociology, and earned her Juris Doctor from  
13 Southwestern Law School in 2021. Before joining Wilshire Law Firm, PLC, she practiced at a law  
14 firm dedicated to wage-and-hour class actions. At Wilshire Law Firm, Kareen focuses on class  
15 action wage-and-hour litigation, including matters brought under the Private Attorneys General  
16 Act of 2004 (“PAGA”).

17         38. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in  
18 the litigation and resolution of this Action from its inception through December 2024. He  
19 graduated from University of California, Los Angeles’s College Honors Program in 2004 with  
20 Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. He  
21 graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar  
22 of California in February 2009. His practice focused primarily on advocating for the rights of  
23 consumers and employees in class action litigation and appellate litigation. He received numerous  
24 awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a “Southern  
25 California Rising Star,” and from 2022 to 2025, he was selected as a “Southern California Super  
26 Lawyer”; he was selected as one of the “Best Lawyers in America” from 2023 to 2025; and in  
27 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of  
28 the Year) award for their work on a false advertising case against Apple which ultimately led to a

1 \$25 million settlement. He also was selected to speak at multiple CELA conferences throughout  
2 his career – in 2019, he spoke on the topic of manageability of class actions at CELA’s 2019  
3 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple  
4 cases against the same defendant at CELA’s 2024 Advanced Wage & Hour Seminar. He served  
5 as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery  
6 to class members for each year since 2020, including over \$37.5 million in 2022 and over \$75  
7 million in 2023.

8 **No Conflicts**

9 39. WLF has no actual or potential conflicts of interest with Class Members or the  
10 proposed Administrator, ILYM Group, Inc.

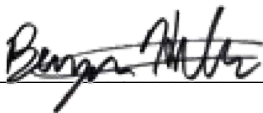
11 40. WLF is not aware of any pending matter or action against Defendant that may be  
12 extinguished or adversely affected by this Settlement.

13 **Administrator**

14 41. Plaintiff’s Counsel sought bids from three (3) administrators to administer this  
15 Settlement. The parties selected the bid with the lowest cost, which was from ILYM Group, Inc. A  
16 true and correct copy of the will-not-exceed bid from ILYM Group, Inc. to administer this Settlement  
17 is attached hereto as **Exhibit 4**.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing  
19 is true and correct.

20 Executed on September 30, 2026 at Los Angeles, California.

21  
22 

23 Benjamin H. Haber  
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# EXHIBIT 1

**WILSHIRE LAW FIRM, PLC**

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John G. Yslas, Esq.  
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Johnny Ogata, Esq.  
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Daniel Kramer, Esq.  
Arsiné Grigoryan, Esq.  
Arrash T. Fattahi, Esq.  
Zachary D. Greenberg, Esq.  
Aram Boyadjian, Esq.

March 9, 2023

LWDA  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
***(Via Online Submission)***

PCT Enterprises, Inc. dba Precision Cabinets and Trim  
145 Middlefield Ct.  
Brentwood, CA 94513  
***(Via Certified Mail, Return Receipt Requested)***  
**#9489 0090 0027 6490 0592 41**

Deborah C. Villalobos  
Agent for Service of Process for:  
PCT Enterprises, Inc. dba Precision Cabinets and Trim  
145 Middlefield Ct.  
Brentwood, CA 94513  
***(Via Certified Mail, Return Receipt Requested)***  
**#9489 0090 0027 6490 0592 58**

Re: ***Eric Nelson v. PCT Enterprises, Inc. dba Precision Cabinets and Trim***  
***Notice of Labor Code Violations and PAGA Penalties***

To Whom It May Concern:

Please be advised that my office has been retained by Eric Nelson ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, PCT Enterprises, Inc. dba Precision Cabinets and Trim ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

**Plaintiff's Employment with Defendant**

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Contra Costa County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Eric Nelson is a California resident who worked for Defendant in Contra Costa County, California as an hourly-paid, non-exempt employee from approximately February 2022 to approximately December 2022. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek, Monday through Friday, from approximately 5:00 a.m. to 3 p.m., and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to furnish accurate wage statements to Plaintiff, failed to properly compensate Plaintiff with all wages upon termination, and failed to produce requested employment records. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

**Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to

continue working during unpaid meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

### **Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is

entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

#### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties

provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

**Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time

of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

#### **Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that

were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

**Failure to Produce Requested Employment Records**

Labor Code § 226(c) provides that every employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.

Labor Code § 1198.5 provides that (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

On January 24, 2023, Plaintiff sent requests through his counsel to Defendant for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendant failed to

timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendant have not produced any of the requested employment records for Plaintiff as of the date of this Complaint..

As a result, Defendant is liable for to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226 and 1198.5 for failing to produce requested employment records.

**Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

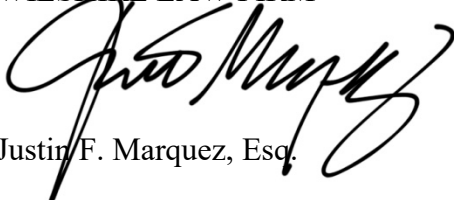
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 226 and 1198.5 by failing to produce requested employment records.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

# EXHIBIT 2

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*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

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

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

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

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

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

November 25, 2025 mediation.

**4.2 Class Data.** Within 30 days of notice of the Court order granting preliminary approval of this Settlement, Defendant will deliver to the Administrator 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. The Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and payments to the Class Members) and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted class member identifying information, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Additionally, on or before the date on which Plaintiff files the initial motion for approval of this Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the Class Data will be in their possession by no later than the date and time of the hearing on Plaintiff's motion for approval of this Settlement, to ensure that there will be no delays in providing the Class Data to the Administrator.

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

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

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

4 **6.2 Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible  
5 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a  
6 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary  
7 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the  
8 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

9 **6.3 Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for  
10 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
11 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
12 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
13 Preliminary Approval or conditions Preliminary Approval on any material change to this  
14 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
15 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
16 otherwise satisfy the Court's concerns.

17 **7. SETTLEMENT ADMINISTRATION.**

18 **7.1 Selection of Administrator.** The Parties have jointly selected ILYM Group, Inc., to serve  
19 as the Administrator and verified that, as a condition of appointment, the Administrator agrees to  
20 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement  
21 in exchange for payment of Administration Costs. The Parties and their Counsel represent that  
22 they have no interest or relationship, financial or otherwise, with the Administrator other than a  
23 professional relationship arising out of prior experiences administering settlements.

24 **7.2 Employer Identification Number.** The Administrator shall have and use its own  
25 Employer Identification Number for purposes of calculating payroll tax withholdings and  
26 providing reports to state and federal tax authorities.

27 **7.3 Qualified Settlement Fund.** The Administrator shall establish a settlement fund that  
28 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

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

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

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

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

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

**7.8.2** Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class 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  
C71229F4B654496

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

# EXHIBIT A

**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**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>      |                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                            | Receive money. Give up rights to sue Defendant for claims released in the Settlement.                                                                                                                                                                                                                      |
| <b>EXCLUDE YOURSELF</b>                                      | 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. |
| <b>OBJECT</b>                                                | 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.                                                                                                    |
| <b>CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS</b> | 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](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.

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

**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**

# EXHIBIT 3



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## Thank you for your Proposed Settlement Submission

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**From** no-reply@formassembly.com <no-reply@formassembly.com>

**Date** Wed 9/30/2026 3:50 PM

**To** Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

09/30/2026 03:49:49 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/30/2026 03:49:49 PM your Proposed Settlement was successfully processed for case number LWDA-CM-941052-23

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7Cedf7a360ee344e8a2a4608df1f452d52%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639264054112542991%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIklFOljoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=IW3mYyq5FeyPoZu1PZRQ8FxKWlw5UhQPsNNrNA%2FvRiE%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7Cedf7a360ee344e8a2a4608df1f452d52%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639264054112542991%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIklFOljoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=IW3mYyq5FeyPoZu1PZRQ8FxKWlw5UhQPsNNrNA%2FvRiE%3D&reserved=0)

# EXHIBIT 4

# ILYM | GROUP, Inc.

C L A S S   A C T I O N   A D M I N I S T R A T I O N

**Case Name: Eric Nelson v. PCT Enterprises, Inc.**

**Wednesday, March 11, 2026**

**Requesting Attorney:**

Kareen Shatikian, Esq  
Wilshire Law Firm, PLC  
kareen.shatikian@wilshirelawfirm.com  
213.381.9988

**ILYM Group Contact:**

Tony Rogers  
ILYM Group, Inc.  
Trogers@ilymgroup.com  
714.878.8836

**Estimate For Administrative Solutions: Class & PAGA**

| KEY ASSUMPTIONS                 |     |
|---------------------------------|-----|
| Total Number of Class Members   | 675 |
| Estimated Percentage of Remails | 15% |
| Certified Spanish Translation   | Yes |
| ILYM Group Static Website       | Yes |
| Case Duration (Years)           | 1   |

**Summary of ILYM Group, Inc.'s Fees & Expenses**

|                                                      |            |
|------------------------------------------------------|------------|
| Case Startup:                                        | \$650.00   |
| Project Management:                                  | \$3,350.00 |
| Notification & Mailing:                              | \$1,899.25 |
| Distribution (Includes EIN, Bank Acct * /QSF Setup): | \$3,685.75 |
| Case Conclusion:                                     | \$965.00   |

**Estimated ILYM Fees & Expenses:    \$10,550.00**

# ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

**Case Name: Eric Nelson v. PCT Enterprises, Inc.**

Wednesday, March 11, 2026

Requesting Attorney's Name: Kareen Shatikian, Esq

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| CASE STARTUP                                   |        |          |   |          |
|------------------------------------------------|--------|----------|---|----------|
| Initial Setup - Import and Formatting of Data* | Hourly | \$150.00 | 2 | \$300.00 |
| Programming of Class Database                  | Hourly | \$175.00 | 2 | \$350.00 |

*\*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

**Subtotal \$650.00**

| PROJECT MANAGEMENT                                           |           |            |   |            |
|--------------------------------------------------------------|-----------|------------|---|------------|
| Project Manager (Case notification and maintenance)          | Hourly    | \$120.00   | 4 | \$480.00   |
| Staff Hours for Processing Returned Mail                     | Hourly    | \$70.00    | 2 | \$140.00   |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) | Hourly    | \$70.00    | 2 | \$140.00   |
| Report Processing                                            | Hourly    | \$70.00    | 2 | \$140.00   |
| Certified Spanish Translation                                | Flat Fee  | \$1,250.00 | 1 | \$1,250.00 |
| ILYM Group Static Website                                    | Flat Fee  | \$750.00   | 1 | \$750.00   |
| NCOA                                                         | Flat Rate | \$200.00   | 1 | \$200.00   |
| Toll Free Customer Service Representative                    | Flat Fee  | \$250.00   | 1 | \$250.00   |
| Weekly Reports                                               | Flat Rate | \$750.00   | 1 | Waived     |

**Subtotal \$3,350.00**

| NOTIFICATION & MAILING                       |           |          |     |            |
|----------------------------------------------|-----------|----------|-----|------------|
| Fulfillment of Notice, English & Spanish     | Per Piece | \$1.50   | 675 | \$1,012.50 |
| USPS First Class Postage                     | Per Piece | \$0.85   | 675 | \$573.75   |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$2.00   | 101 | \$202.50   |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$110.50 | 1   | \$110.50   |

**Subtotal \$1,899.25**

# ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

**Case Name: Eric Nelson v. PCT Enterprises, Inc.**

Wednesday, March 11, 2026

Requesting Attorney's Name: Kareen Shatikian, Esq

| Activity                                                   | Rate Type | Unit Cost  | Volume | Amount     |
|------------------------------------------------------------|-----------|------------|--------|------------|
| <b>DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)</b> |           |            |        |            |
| Distribution Setup & Management                            | Hourly    | \$150.00   | 2      | \$300.00   |
| Account Reconciliation & Distribution Reporting            | Hourly    | \$125.00   | 2      | \$250.00   |
| Check, Stub & Release - Print & Mail (W2/1099)             | Per Check | \$1.00     | 675    | \$675.00   |
| USPS First Class Postage                                   | Per Piece | \$0.74     | 675    | \$499.50   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%)     | Per Piece | \$1.50     | 68     | \$101.25   |
| Preparation of Taxes                                       | Hourly    | \$120.00   | 3      | \$360.00   |
| Annual Filing of Tax Return                                | Per Year  | \$1,500.00 | 1      | \$1,500.00 |

*\*Additional Bank fees may apply*

**Subtotal \$3,685.75**

|                                 |          |          |   |          |
|---------------------------------|----------|----------|---|----------|
| <b>CASE CONCLUSION</b>          |          |          |   |          |
| Data Manager Final Reporting    | Hourly   | \$100.00 | 1 | \$100.00 |
| Project Manager Final Reporting | Hourly   | \$120.00 | 2 | \$240.00 |
| Process Unclaimed Funds         | Flat Fee | \$500.00 | 1 | \$500.00 |
| Declaration                     | Hourly   | \$125.00 | 1 | \$125.00 |

**Subtotal \$965.00**

**Estimated ILYM Fees & Expenses: \$10,550.00**

# ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

**Services:** Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

**Mailing and Data Conversion:** ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

**Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

**Indemnification:** Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

**Payment of Charges:** ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

**Confidentiality:** ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

**Data Rights:** ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

**Document Retention:** Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

**Limitation of damages:** ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

**Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

**Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

**Force Majeure:** To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**Waiver of Rights:** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

**Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

**Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.