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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

TONY BERNARD MUSTAIN, individually, and on behalf of all others similarly situated, *Plaintiff,* vs. DISCOUNT BUILDERS SUPPLY; a California corporation; and DOES 1 through 10, inclusive, *Defendants.*	Case No.: CGC-25-631603 CLASS AND REPRESENTATIVE ACTION **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Complaint Filed: November 26, 2025 FAC Filed: February 5, 2026 SAC Filed: August 6, 2026 Trial Date: Not Set

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CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Tony Bernard Mustain ("Plaintiff") and Defendant Discount Builders Supply ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or each individually as "Party."

1. DEFINITIONS.

1.1 "Action" means *Tony Bernard Mustain v. Discount Builders Supply*, Superior Court of the State of California, County of San Francisco, Case No. CGC-25-631603.

1.2 "Administrator" means APEX Class Action Administration ("APEX"), the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, to be approved by the Court.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court.

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

1.5 "Class" means, for purposes of Settlement, all current and former non-exempt employees of Defendant employed in the State of California at any time during the Class Period.

1.6 "Class Counsel" means Kane Moon and Allen Feghali of Moon Law Group, PC.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for payment of reasonable attorneys' fees and reimbursement of actual expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendant's possession, including each individual's full name, last-known mailing and/or e-mail address, Social Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods.

1.9 "Class Member" means a member of the Class, as either a Participating Class Member

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or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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 Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.

1.12 "Class Period" means, for purposes of Settlement, the period from November 26, 2021, through July 20, 2026.

1.13 "Class Representative" means Plaintiff Tony Bernard Mustain, seeking Court approval to serve as the Class Representative.

1.14 "Class Representative Service Payment" means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, providing services in support thereof, and incurring risks inherent in the role of named Plaintiff.

1.15 "Court" means the Superior Court of the State of California, County of San Francisco.

1.16 "Defendant" means Discount Builders Supply, a California corporation, the named Defendant in the Action.

1.17 "Defense Counsel" means Conor J. Dale and Elise Dvorochkin of Jackson Lewis P.C.

1.18 "Effective Date" means the first business date after both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment (i.e., 61

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calendar days following entry of Judgment); or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.

1.19 "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.

1.21 "Gross Settlement Amount" means $399,000.00, the total non-reversionary amount Defendant agrees to pay to resolve the Class and PAGA claims in the Action, subject to any increase under the escalator clause provided at Section 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments. None of the Gross Settlement Amount shall revert to Defendant.

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

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

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

1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.

1.26 "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties, i.e.,

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$16,250.00.

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

1.28 "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.

1.29 "Operative Complaint" means Plaintiff's Second Amended Class and Representative Action Complaint, to be filed in the Action pursuant to this Agreement prior to the filing of a motion for preliminary approval of the Settlement.

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

1.31 "PAGA Notice" means Plaintiff's October 4, 2025, Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a), LWDA Case No. LWDA-CM-1129758-25, as amended by the Amended PAGA Notice sent on June 5, 2026.

1.32 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.

1.33 "PAGA Period" means, for purposes of Settlement, the period from October 10, 2024, through July 20, 2026.

1.34 "PAGA Penalties" means $25,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to the Aggrieved Employees ($8,750.00) and sixty-five percent (65%) to the LWDA ($16,250.00).

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

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1.36 "Plaintiff" means Tony Bernard Mustain, the named Plaintiff in the Action.

1.37 "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.38 "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established and maintained by the Administrator.

1.39 "Released Class Claims" means the claims being released as described in Section 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Section 5.3 below.

1.41 "Released Parties" means Defendant Discount Builders Supply, and each of its current and former parents, predecessors or successors, holding companies, affiliated companies and entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

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

1.43 "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

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

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

2. RECITALS.

2.1. On November 26, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*].

2.2. On October 4, 2025, pursuant to Labor Code § 2699.3(a), Plaintiff provided written notice to the LWDA and Defendant by sending the PAGA Notice, which was assigned LWDA Case No. LWDA-CM-1129758-25. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations.

2.3. On February 5, 2026, Plaintiff filed a First Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA [Cal. Lab. Code § 2699, *et seq.*], and submitted a conformed copy of the First Amended Complaint to the LWDA. To date, the LWDA has not sought to intervene in the Action.

2.4. On May 20, 2026, the Parties participated in a mediation presided over by experienced wage-and-hour mediator Brandon McKelvey, Esq. which led to this Agreement to settle the Action (the "Mediation"). Following the Mediation, the Parties executed a Memorandum of Understanding on May 29, 2026, memorializing the principal terms of their agreement to settle the Action.

2.5. Pursuant to the Mediation and this Agreement, Plaintiff agreed to amend the PAGA

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Notice previously sent to the LWDA and to file a Second Amended Complaint as the Operative Complaint, which will add additional causes of action and allegations associated with or arising from claims raised during the Mediation, including failure to pay reporting time wages, failure to pay split shift premiums, and failure to provide and report paid sick leave.

2.6. Accordingly, on June 5, 2026, Plaintiff sent an Amended PAGA Notice to the LWDA. Plaintiff will file the Operative Complaint and work with Defendant in good faith to file any necessary joint stipulations to permit the filing of the Operative Complaint prior to seeking Preliminary Approval of the Settlement.

2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

2.8. Prior to mediation, the Parties engaged in informal discovery. Defendant produced documents relating to its policies, practices, and procedures regarding payment of wages, meal and rest periods, reimbursement of business expenses, and timekeeping and payroll, along with data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods worked by Class Members and Aggrieved Employees. As part of Defendant's production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class. Plaintiff also retained a statistical expert who analyzed the data produced by Defendant. The Parties' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008). Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA, considering all known facts and

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circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on defenses asserted by Defendant, and numerous potential appellate issues.

2.9. The Court has not granted class certification.

2.10. 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. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay $399,000.00, subject to any increase under the escalator clause in Section 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff as the Class Representative of not more than $10,000.00, in addition to any Individual Class Payment and Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a motion supporting the Class Representative Service Payment no later than sixteen (16) court days prior to

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the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this regard.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $133,000.00, and a Class Counsel Litigation Expenses Payment in an amount of $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator shall allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment,

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and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment in an amount not to exceed $6,790.00, the Administrator's bid submitted to the Court, except for a showing of good cause and as approved by the Court. To the extent actual administration expenses are less than the bid, or the Court approves payment less than the requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be calculated by the Administrator 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 the number of Workweeks worked by each individual Participating Class Member.

3.2.4.a. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. The remaining eighty-five percent (85%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties, interest, and reimbursement of alleged expenses (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any

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Individual Class Payment. The Administrator shall 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 total amount of $25,000.00 to be paid from the Gross Settlement Amount, distributed as sixty-five percent (65%) ($16,250.00) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) ($8,750.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties ($8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that there are approximately 174 Class Members who worked approximately 15,371 Workweeks during the Class Period, and approximately 102 Aggrieved Employees who worked approximately 5,875 Pay

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Periods during the PAGA Period.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within fourteen (14) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into the Qualified Settlement Fund established and maintained by the Administrator.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service

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Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided or, if none was provided, to an updated address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, or as requested by the Class Member prior to the Void Date.

4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel

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those checks and transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to timely cash his or her check, in accordance with California Code of Civil Procedure section 384(b), until such time as he or she claims his or her property. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (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.

5.1. Plaintiff's General Release. Effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes, Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff, at any time heretofore had or claimed to have, or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims

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or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiff signs this Agreement.

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

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

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or that reasonably could have been alleged, based on the facts asserted in the Operative Complaint, including, but not limited to: (1) failure to pay all wages earned for all hours worked at the correct rate, including minimum wages, regular wages, and overtime wages; (2) failure to provide meal periods or additional pay in lieu thereof; (3) failure to authorize and permit rest breaks and/or recovery periods or additional pay in lieu thereof; (4) failure to pay reporting time wages; (5) failure to pay split shift premiums; (6) failure to provide or report paid sick leave; (7) failure to pay vested vacation time or paid time off ("PTO") at termination; (8) failure to reimburse necessary business expenses; (9) failure to timely pay wages upon separation; (10) failure to timely pay wages owed during employment; (11) failure to issue accurate itemized wage statements; (12) failure to maintain proper timekeeping, payroll, and other records; (13) unfair business practices; (14) statutory penalties of any nature; (15) interest; (16) attorneys' fees and costs; and any other claims arising out of or related to

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the allegations in the Operative Complaint during the Class Period, and including but not limited to alleged violations of California Labor Code sections 200-204, 210, 221, 223, 226, 226.3, 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 512, 516, 558, 558.1, 2800-2802, 2810.5, 2698 *et seq.*, Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 (collectively, the "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties, which were alleged, or reasonably could have been alleged, in the PAGA Notice and the Operative Complaint, including, but not limited to, penalties for failure to: pay all wages earned for all hours worked at the correct rate, including minimum wages, regular wages, and overtime wages; provide meal periods or additional pay in lieu thereof; authorize and permit rest breaks and/or recovery periods or additional pay in lieu thereof; pay reporting time wages; pay split shift premiums; provide or report paid sick leave; pay vested vacation time or paid time off ("PTO") at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; and maintain proper timekeeping and payroll records, to alleged violations of California Labor Code sections 200-204, 210, 221, 223, 226, 226.3, 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 512, 516, 558, 558.1, 2800-2802, 2810.5, 2698 *et seq.*, Business and Professions Code Sec. 17200 *et seq.*,

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and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20(collectively, the "Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

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

6. MOTION FOR PRELIMINARY APPROVAL.

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

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

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

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

6.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that until the motion for preliminary approval of the Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity. Notwithstanding the foregoing, nothing in this paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

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7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4. Notice to Class Members.

7.4.1. No later than three (3) business 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 PAGA Pay Periods contained in the Class Data.

7.4.2. Using its best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, with an accurate Spanish translation thereof, the Class Notice, in the form, without material variation, attached hereto as **Exhibit A**. The Class Notice shall

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prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of any Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business 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 shall 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 Notices to Class Members whose Class Notice is returned as undelivered by the USPS a second time.

7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges, and Request for Exclusion Forms shall be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice. The Administrator shall inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.

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

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(14) calendar days after receipt of the Class Notice, or the Response Deadline, whichever date is later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt out of) the Class Settlement may opt out by sending the Administrator a Request for Exclusion, which reasonably communicates the Class Member's desire to opt out of the Settlement and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes), and identifies the Action as *Tony Bernard Mustain v. Discount Builders Supply* (San Francisco Superior Court Case No. CGC-25-631603). The Request for Exclusion must be signed and dated by the Class Member or his/her legal representative. To be timely, a Request for Exclusion must be emailed or mailed, and transmitted or postmarked by the Response Deadline.

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

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

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion

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shall be deemed a Non-Participating Class Member and shall not be entitled to an Individual Class Payment or have the right to object to the class action components of the Settlement.

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

7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods allocated to that Class Member as reported in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator. Any challenges must be emailed or mailed, and transmitted or postmarked by the Response Deadline. 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 and/or PAGA Pay Periods reported 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 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7.7. Objections to Settlement.

7.7.1. Participating Class Members may object to the class action components of the Settlement, including, without limitation, contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2. Participating Class Members may object by sending the Administrator a written

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Objection, which reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes), and identifies the Action as *Tony Bernard Mustain v. Discount Builders Supply* (San Francisco Superior Court Case No. CGC-25-631603). The written Objection must also be signed and dated by the Class Member or his/her legal representative. To be valid, the written Objection must be timely emailed or mailed, and transmitted or postmarked by the Response Deadline.

7.7.3. In the alternative and/or in addition to submitting a written objection, Participating Class Members may appear, either personally or hire an attorney to appear on his or her behalf, in Court to present verbal objections at the Final Approval Hearing.

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

7.8. Administrator Duties.

7.8.1. Website, Toll-Free Number, and Email. The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries 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 how to obtain copies of the Settlement, motion for preliminary approval, the Preliminary Approval Order, the Class Notice, motion for final approval, and the Final Approval Order and Judgment.

7.8.2. Exclusion List and Objections. The Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections to ascertain their validity and timeliness. No later than five (5) business days after the Response Deadline, the Administrator shall email a list to Defense Counsel and Class Counsel containing (a) the names of Class Members who have submitted valid

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and timely Requests for Exclusion (the "Exclusion List") or written Objections; (b) the names of Class Members who have submitted invalid and/or untimely Requests for Exclusion or written Objections; and (c) copies of all Requests for Exclusion or written Objections submitted (whether valid or invalid, timely or untimely).

7.8.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed, re-mailed, or returned undelivered; Requests for Exclusion (whether valid or invalid, timely or untimely) received; written Objections received (whether valid or invalid, timely or untimely); challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Reports").

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

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7.8.5. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator shall 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.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Gross Settlement Amount was negotiated based on Defendant's estimate that there are 15,371 Workweeks during the Class Period. If the actual number of Workweeks is more than 10% greater than this estimated count (i.e., if the actual number of Workweeks is more than 16,908), then Defendant agrees, at its sole option, to either (a) make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional Workweek above 16,908, or (b) end the Class and PAGA Periods early as of the date upon which the actual number of Workweeks totals 16,908. Defendant agrees to inform Plaintiff's Counsel of its election prior to the Preliminary Approval Hearing.

9. DEFENDANT'S RIGHT TO WITHDRAW.

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

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reasonably incurred to that point.

10. MOTION FOR FINAL APPROVAL.

10.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. 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. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and the LWDA.

10.2. 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.

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

10.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Superior Court of California, County of San Francisco, will have continuing jurisdiction over the Parties, the Action,

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this Agreement, and the Settlement, including following any entry of Judgment, for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise.

10.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Final Approval Order and Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

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

10.7. Amended Judgment. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together, and in good faith, to jointly

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prepare and submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Settlement 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 Action, the Operative Complaint, and the PAGA Notice have 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 affirmative defenses in the Action have any merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant preliminary and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's affirmative defenses. The Settlement, this Agreement, and the 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.

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

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

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made to or by any Party.

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

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

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

11.7. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental 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 the mediator and/or the Court for resolution.

11.8. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

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11.9. 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.

11.10. 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 and their legal representatives, and as approved by the Court.

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

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

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

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

11.15. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Action and the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all

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Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.16. 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.

11.17. Calendar Days. Unless otherwise noted, all references 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 legal court holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:
Kane Moon | E-mail: kmoon@moonlawgroup.com
Allen Feghali | E-mail: afeghali@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017

To Defendant:
Conor J. Dale | E-mail: Conor.Dale@jacksonlewis.com
Elise Dvorochkin | E-mail: Elise.Dvorochkin@jacksonlewis.com
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615

11.19. Severability. The Parties agree that if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions

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will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

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

11.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) 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.

11.22. Stay of Litigation. The Parties agree that the Action shall be stayed as of the date this Agreement is fully executed. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

11.23. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

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AGREED AND UNDERSTOOD BY:

Plaintiff and Class Representative:

Dated: 9/8/2026 By: Signed by: 6C1B2710D9DD4EB...

Tony Bernard Mustain

Defendant:

Dated: 09/18/2026 By: jordan sills (Sep 18, 2026 17:12:40 EDT)

Discount Builders Supply

Name: jordan sills

Title: CEO

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 9/14/2026 **MOON LAW GROUP, PC**

By:

Kane Moon
Allen Feghali
Attorneys for Plaintiff Tony Bernard Mustain

Defendant's Counsel:

Dated: 9.18.26 **JACKSON LEWIS P.C.**

By:

Conor J. Dale
Elise Dvorochkin
Attorneys for Defendant Discount Builders Supply

Exhibit A

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

Tony Bernard Mustain v. Discount Builders Supply
Superior Court of California, County of San Francisco, Case No. CGC-25-631603

NOTICE: All current and former non-exempt employees of Discount Builders Supply who worked in California at any time from November 26, 2021 to July 20, 2026.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, **then you do not need to do anything.**
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, **then you need to follow the instructions in Section 6.** If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Dispute Workweeks and/or PAGA Pay Periods	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the reported number is incorrect.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, **then you need to follow the instructions in Section 7.** If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

"Class" means all current and former non-exempt employees of Defendant Discount Builders Supply who worked in California at any time from November 26, 2021 through July 20, 2026 ("Class Period").

"Aggrieved Employees" means all current and former non-exempt employees of Defendant Discount Builders Supply who worked in California at any time from October 10, 2024 through July 20, 2026 ("PAGA Period").

2. WHAT IS THIS CASE ABOUT?

On November 26, 2025, Plaintiff Tony Bernard Mustain initiated a lawsuit against Defendant entitled *Tony Bernard*

Mustain v. Discount Builders Supply, San Francisco County Superior Court Case No. CGC-25-631603 ("Action"). On February 5, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint.

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to authorize and permit Class Members compliant rest breaks or pay compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq*.; and (9) owes civil penalties under the California Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA").

Defendant denies these allegations and maintains it fully complied with all applicable laws. The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

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

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of $399,000.00 to settle the Action. The Gross Settlement Amount is all-in with no reversion to Defendant and no claim forms are required. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment for reimbursement of the Administrator's reasonable fees and expenses, in an amount not to exceed $6,790.00;
- A Class Representative Service Payment not to exceed $10,000.00 to Plaintiff Tony Bernard Mustain for his services in support of the Action and General Release;
- A PAGA Payment in the total amount of $25,000.00, of which $16,250.00 (65%) shall be allocated to the Labor and Workforce Development Agency ("LWDA") and $8,750.00 (35%) shall be allocated to Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, in an amount not to exceed $25,000.00; and
- A Class Counsel Fees Payment not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., up to $133,000.00) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

In addition to the Gross Settlement Amount, Defendant will separately pay its employer-side payroll taxes owed on the wage portion of Individual Class Payments.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class

Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [ ] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be $[ ]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Twenty-Five Thousand Dollars ($25,000.00) of the Gross Settlement Amount has been allocated to PAGA civil penalties. Of this amount, sixty-five percent (65%) ($16,250.00) shall be paid to the LWDA, and thirty-five percent (35%) ($8,750.00) (the "Individual PAGA Payment Pool") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Periods");
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment Pool by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [ ] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be $[ ]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a written dispute to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Tony Bernard Mustain v. Discount Builders Supply,* San Francisco County Superior Court, Case No. CGC-25-631603); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

For tax purposes, fifteen percent (15%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty-five percent (85%) of each Individual Class Payment will be allocated to penalties, interest, and reimbursement for alleged expenses, and will not be subject to employee payroll tax withholdings. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as civil penalties and reported on an IRS Form 1099. This Notice is not tax advice, and

you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California State Controller's Office Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Discount Builders Supply, and each of its current and former parents, predecessors or successors, holding companies, affiliated companies and entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or that reasonably could have been alleged, based on the facts asserted in the Operative Complaint, including, but not limited to: (1) failure to pay all wages earned for all hours worked at the correct rate, including minimum wages, regular wages, and overtime wages; (2) failure to provide meal periods or additional pay in lieu thereof; (3) failure to authorize and permit rest breaks and/or recovery periods or additional pay in lieu thereof; (4) failure to pay reporting time wages; (5) failure to pay split shift premiums; (6) failure to provide or report paid sick leave; (7) failure to pay vested vacation time or paid time off ("PTO") at termination; (8) failure to reimburse necessary business expenses; (9) failure to timely pay wages upon separation; (10) failure to timely pay wages owed during employment; (11) failure to issue accurate itemized wage statements; (12) failure to maintain proper timekeeping, payroll, and other records; (13) unfair business practices; (14) statutory penalties of any nature; (15) interest; (16) attorneys' fees and costs; and any other claims arising out of or related to the allegations in the Operative Complaint during the Class Period, and including but not limited to alleged violations of California Labor Code sections 200-204, 210, 221, 223, 226, 226.3, 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 194.2, 1197, 1197.1, 1198, 510, 512, 516, 558, 558.1, 2800-2802, 2810.5, 2698 *et seq.*, Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 (collectively, the "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

The definition of "Released Class Claims" for Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, or any claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Released PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties, which were alleged, or reasonably could have been alleged, in the PAGA Notice and the Operative Complaint, including, but not limited to, penalties for failure to: pay all wages earned for all hours worked at the correct rate, including minimum wages, regular wages, and overtime wages; provide meal periods or additional pay in lieu thereof; authorize and permit rest breaks and/or recovery periods or additional pay in lieu thereof; pay reporting time wages; pay split shift premiums; provide or report paid sick leave; pay vested vacation time or paid time off ("PTO") at termination; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; and maintain proper timekeeping and payroll records, to alleged violations of California Labor Code sections 200-204, 210, 221, 223, 226, 226.3, 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 194.2, 1197, 1197.1, 1198, 510, 512, 516, 558, 558.1, 2800-2802, 2810.5, 2698 *et seq.*, Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20(collectively, the "Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

Plaintiff's General Release: In addition, Plaintiff Tony Bernard Mustain will release any and all known and unknown claims that Plaintiff has or may have against the Released Parties arising from or relating to his employment with Defendant, including a waiver of California Civil Code section 1542, which provides: "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."

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

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Tony Bernard Mustain v. Discount Builders Supply,* San Francisco County Superior Court, Case No. CGC-25-631603); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than [Response Deadline], which is sixty (60) days from the date this notice is first mailed. The postmark date will be the exclusive means of determining whether a Request for

Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

Note: If more than five percent (5%) of the Settlement Class submits timely and valid Requests for Exclusion, Defendant has the right to terminate the Settlement Agreement.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Tony Bernard Mustain v. Discount Builders Supply,* San Francisco County Superior Court, Case No. CGC-25-631603); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than [Response Deadline], which is sixty (60) days from the date this notice is first mailed. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will ***not*** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither**. If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

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

The Final Approval Hearing is scheduled to take place on [HEARING DATE], at [TIME] a.m./p.m. in the Superior Court of the State of California, County of San Francisco, Department [ ], located at 400 McAllister Street, San Francisco, California 94102. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

You do not need to appear at the hearing. The Final Approval Hearing may be continued to another date or time without further notice to you.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:	Attorneys for Defendant:
Kane Moon (SBN 249834) Allen Feghali (SBN 301080) Edwin Kamarzarian (SBN 327830) Enzo Nabiev (SBN 332118) **MOON LAW GROUP, PC** 725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	Conor J. Dale (SBN 274123) Elise Dvorochkin (SBN 326360) **JACKSON LEWIS P.C.** 50 California Street, 9th Floor San Francisco, California 94111-4615 Telephone: (415) 394-9400 Facsimile: (415) 394-9401

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [ADMINISTRATOR WEBSITE], or contact Class Counsel at the address or telephone number provided in Section 9, above.

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

Tony Bernard Mustain v. Discount Builders Supply
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Tony Bernard Mustain v. Discount Builders Supply,* San Francisco County Superior Court, Case No. CGC-25-631603.

_____
Full Name (Printed)

_____
Address

_____
City

_____
State and Zip Code

_____
Telephone Number

_____
Signature

_____
Date

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

[Settlement Administrator Name]
[ADDRESS]
[ADDRESS]