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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Coordination Proceeding Special Title (Rule 3.550) **PRIDE INDUSTRIES WAGE AND HOUR CASES**	JCCP No. 5410 [Assigned for all purposes to the Hon. Jill H. Talley, Dept 8A] **DECLARATION OF MAX W. GAVRON IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **Reservation No.:** A-05410-001 Date: December 4, 2026 Time: 9:00 A.M. Dept.: 8A

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Curtis Wooten ("Wooten"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. On or about May 10, 2023, Wooten submitted written notice to the California Labor and Workforce Development Agency ("LWDA"), alleging violations by Defendant Pride Industries ("Defendant") of Labor Code §§ 201-203, 204, 226, 510, 558, 1194, 1197, and 1197.1, pursuant to the Private Attorneys General Act, Labor Code § 2699 ("Wooten PAGA Letter"). Attached hereto as **Exhibit B** is a true and correct copy of the Wooten PAGA Letter.

3. On or about May 17, 2023, Wooten submitted a supplemental notice adding Defendant's alleged violations of Labor Code §§ 201-203, 227.3, and 246. Attached hereto as **Exhibit C** is a true and correct copy of the Wooten Supplemental PAGA Letter

4. On May 17, 2023, Wooten filed a class action complaint in the Superior Court of the State of California for the County of Sacramento on behalf of himself and all similarly situated employees (the "*Wooten* Action"). Wooten asserted claims for: (1) violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 201-203; (3) violation of Labor Code § 226; (4) violation of Labor Code § 227.3; and (5) violation of Business and Professions Code § 17200, *et seq*.

5. On November 22, 2023, Wooten filed a First Amended Complaint adding a cause of action for violation of Labor Code § 2698, *et seq*. The First Amended Complaint is the operative complaint in the *Wooten* Action.

6. On or about July 29, 2025, Plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen (collectively, "Plaintiffs") and Defendant (together with Plaintiffs, the "Parties") filed a Petition for Coordination of the *Wooten* Action, *Sturgeon* Action, and *Allen* Action (the "Petition").

7. On November 5, 2025, an order was entered coordinating those actions in Sacramento County Superior Court, thereafter, designated as the "Pride Industries Wage and Hour Cases" (the "Action").

8. Plaintiffs' class and PAGA claims as pled in the operative complaints of each action are predicated upon Defendant's alleged: (i) failure to provide or pay premium payments for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, and 1198, and applicable IWC Wage Order(s)); (ii) failure to authorize and permit or pay premium payments for rest periods (see Labor Code sections 204, 226.7, 512, and 1198, and applicable IWC Wage Order(s)); (iii) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate "all hours worked" (see Labor Code sections 510, 1194, 1197, and 1198, and applicable IWC Wage Order(s)); (iv) failure to pay wages due to discharged and quitting employees (see Labor Code sections 201-203); (v) failure to timely pay wages during employment (see Labor Code section 204); (vi) failure to provide accurate, itemized wage statements (see Labor Code section 226(a)); (vii) failure to reimburse business expenses (see Labor Code sections 2800 and 2802); and (viii) unfair business practices with respect to claims arising from the Labor Code violations alleged.

9. With respect to the failure to pay overtime wages claim, Plaintiffs contend that Defendant paid its employees non-discretionary remuneration, including shift differential pay, but failed to incorporate the non-discretionary pay into the regular rate of pay for the purpose of paying overtime wages. Instead, Plaintiffs contend that overtime wages were paid based on the lower, base rate of pay.

10. Plaintiffs also argued that employees were regularly not paid for all regular, minimum, and/or overtime hours worked.

11. Plaintiffs contend that Defendant failed to provide for meal and/or rest periods as provided by law, and failed to incorporate the value of non-discretionary remuneration even in the off instances where they paid meal or rest period premiums and also non-discretionary remuneration.

12. Similarly to overtime, Plaintiffs contend that Defendant failed to incorporate non-

discretionary pay into the regular rate of pay for the purpose of paying final wages, including vacation wages, upon separation of employment.

13. Given the underpayment of wages described above, Plaintiffs contend that they did not receive all wages owed upon separation of employment, and as such, Defendant owes waiting time penalties under Labor Code § 203. Plaintiffs also contended that Defendants failed to timely pay wages during employment pursuant to Labor Code § 204.

14. With respect to the wage statement claim, Plaintiffs contend that Defendant issued deficient wage statements, as said wage statements do not correctly identify all applicable rates of pay and the number of hours worked at each rate and gross and net wages. Plaintiffs also allege that whenever shift differential wages were paid, the wage statements issued to employees failed to identify the correct total hours worked. Finally, as a result of the violations detailed above, Plaintiffs also allege Defendants are subject to derivative wage statement penalties.

15. Plaintiffs contend that Defendants failed to reimburse for work-related expenses like cellular telephones and thus violated Labor Code § 2802.

16. As a result of the alleged violations above, Plaintiffs seek damages and penalties under the California Labor Code, the California Business & Professions Code, and the PAGA, as well as attorneys' fees and costs. Defendant has denied Plaintiffs' contentions and asserted factual and legal defenses to the above claims.

17. The Parties in the Action twice attended mediation. The first session occurred on December 9, 2024, between the parties in the *Wooten* Action and *Sturgeon* Action. The mediation was unsuccessful and litigation resumed in each respective case.

18. On February 13, 2026, the Parties participated in a second, global mediation of the coordinated Action with neutral Francis J. Ortman III.

19. Prior to the mediations, the Parties agreed to exchange information informally to evaluate their respective claims and defenses. Defendant provided Plaintiffs' counsel with informal data and information pertaining to the putative class size and number of pay periods, a sampling of time and pay records, Plaintiffs' time records, and Defendant's wage and hour policies and practices. Defendant's production of data allowed Plaintiffs and their expert

consultants to conduct a comprehensive damages analysis.

20. After thorough investigation and evaluation of the facts and claims, and as a result of arm's length negotiations facilitated by Mr. Ortman both during and after mediation, the Parties reached the current settlement. In resolution of Plaintiffs' class and PAGA claims, the Parties entered into the Joint Stipulation of Class Action Settlement and Release ("Agreement" or "Settlement Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**.

21. The Parties recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

22. Each side has apprised the other of their respective factual contentions, legal theories, and defenses, resulting in negotiations taking place between the Parties.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

23. Based on the class data provided by Defendant, Plaintiffs estimated that Defendant could face liability in the hundreds of millions of dollars after accounting for attorney's fees, interest, and the damages and associated penalties on the claims alleged. Gavron This number is based upon an analysis of the timekeeping and payroll records for the putative class conducted by Plaintiffs' consultant, as detailed below.

24. Assuming approximately 10 minutes per shift were unpaid, Plaintiffs estimated approximately $16 million in exposure on this theory of liability for the failure to pay all wages owed. Plaintiffs contended that class members were regularly required to work off the clock Defendant contends that any alleged off-the-clock work was irregular and not capable of class resolution because it was a function of employee personal choice if it occurred at all. Defendant also maintained it enforced facially legal policies which would further preclude imposition of any damages on a class basis.

25. With respect to Plaintiffs' overtime regular rate claim, based on information received from Defendant, Plaintiffs estimate potential liability of approximately $117,184 in underpaid overtime. Plaintiffs also calculated approximately $232,018 in unpaid meal/rest premiums and sick pay wages because of Defendant's failure to calculate them at the regular rate of pay. Defendants argued that some of the remuneration paid to class members was

discretionary and thus did not need to be included in the regular rate of pay for purposes of paying overtime wages and that large portions of the class were subject to collective bargaining agreements that would exempt them from the overtime requirements of California law. Labor Code § 514. Approximately 37% of the workweeks subject to the settlement were associated with employees/time periods covered by collective bargaining agreements, which would likely eliminate claims for that group of employees.

26. Plaintiffs identified approximately $10.6 million in unpaid meal break premiums based on a facial violation rate of approximately 18.5%, net of premiums paid. This estimate was net of the approximately $2 million in premiums that Defendant paid to employees during the relevant period. Assuming a similar violation rate, the exposure on the rest period claim would be similar (~$10.6 million). These claims were subject to similar defenses, including, but not limited to, that any facial meal period violations were not the result of systemic policy; but rather, employee choice such that class treatment was inappropriate. Defendant also argued it maintained facially compliant meal and rest period policies that would preclude certification or a liability finding.

27. With respect to Plaintiffs' claim for waiting time penalties, Plaintiffs estimated the potential exposure on this claim was approximately $23.3 million, which they calculated based on approximately 5,320 former employees who were underpaid wages. To succeed on this claim, Plaintiffs would have to defeat Defendant's argument that its alleged failure to pay any wages was subject to a "good faith" defense. *See Hill v. Walmart Inc.*, 32 F.4th 811, 823 (9th Cir. 2022) (holding that defendant presented good faith dispute precluding imposition of Section 203 penalties even where trial court denied employer's motion for summary judgment on same issue); *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93, 117 (2022).. Defendant argued that it did not willfully fail to pay wages upon separation, thus precluding penalties. These penalties were inclusive of those that were derivative of Plaintiffs' regular rate violation theories of liability, including those tied to Plaintiffs' vacation pay claim. Ultimately, the penalties comprise the bulk of exposure on the regular rate claims, but were subject to an arguably complete defense if Defendant could prove it acted in good faith.

28. With respect to Plaintiff's claim for violation of Labor Code § 226, Plaintiffs estimated the maximum penalties associated with this claim as approximately $15.25 million, which was based on approximately 5,682 individuals and 248,961 pay period, pursuant to Labor Code § 226(e). This amount would likely end up lower than estimated as not every individual would have incurred violations on every pay period and Defendant argued that the violation was not "knowing and intentional" and thus would not warrant Section 226(e) penalties. *Naranjo*, 13 Cal.5th at 117; *see Harris v. Vector Mktg. Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009) (granting summary judgment in favor of employer and finding its conduct was not "knowing and intentional"). Defendant argued that it was entitled to a "good faith" defense on this claim, too. *See id.*

29. Plaintiffs' reimbursement claim, if successful, could add another $2.46 million (489,069 pay periods x $5.00 per pay period for cell phone reimbursement) in potential exposure. On the other hand, Defendant argued that it maintained facially compliant policies and permitted reimbursement where reasonable and necessary for the position. It contended this would significantly reduce the exposure on this claim and make it unsuited for class resolution because any use of personal communication devices would be a result of employee choice, as opposed to a uniform policy or practice of Defendant.

30. With respect to potential liability of Plaintiffs' PAGA claims, Plaintiffs estimated that Defendant could face civil penalties of as high as approximately $25 million (~248,961 pay periods x $100 per pay period penalty). if Plaintiffs were successful at trial. While the PAGA does provide for a heightened "subsequent" penalty, courts are hesitant to award that amount where there has not been a prior violation of the Labor Code. *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008); *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* 2009 WL 2448430, at *9 (S.D. Cal. Aug. 10, 2009) ("[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code"); *see also Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (holding no subsequent penalty unless prior citation or court ruling). Defendant argued that no

such prior violation occurred here warranting only the initial penalty, if anything at all. Similarly, this estimate assumes that the court would not "stack" PAGA penalties, and thus contemplates one $100 penalty per violative pay period regardless of whether many violations were proven. If the Court were inclined to award multiple penalty assessments per pay period, then it could be higher.

31. Importantly, Defendant argued that Plaintiffs' PAGA claims were subject to dismissal because, pursuant to Labor Code § 2699.8, it was not subject to the PAGA. The PAGA carves out certain types of employers from its requirements where there is an applicable collective bargaining agreement and certain threshold benefits are associated with the employment. If Defendant was successful in this defense, as it had been in some prior actions, then Plaintiffs' PAGA claims would carry no value.

32. Even assuming Plaintiffs ultimately prevail on their PAGA claims, the court still has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the court can decline to award PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id*. at p. 517. Upon review, the Court of Appeal found such reduction to be proper. *Id*. at p. 539. Thus, the realistic value of Plaintiffs' PAGA claims, taking into the court's discretion to reduce such penalties, could be $2.5 million if the Court used the same reduction as *Carrington*, or even lower if the Court accepted Defendant's PAGA exemption defense. Here, Defendant also contended that because its mission is "to create employment for people with disabilities" the likelihood that the Court would exercise its discretion to reduce PAGA penalties is high. See https://www.prideindustries.com/about-us/our-mission (last visited October 26, 2026).

33. Although Plaintiffs believe in the merits of the alleged claims and maintains that there is no reason for reducing PAGA penalties, Plaintiffs are aware that Defendant has raised

defenses to the claims and further with respect to the reduction of PAGA penalties and that those defenses could persuade the court. Thus, even if Plaintiffs were to successfully prove their claims at trial, there is a possibility that the court may only award a small percentage of PAGA penalties, as the Court has discretion to do so. The Gross Settlement Amount was premised with this risk in mind, associated with the possibility of the court significantly reducing PAGA penalties.

34. Although Plaintiffs believe that the Class can be certified, Plaintiffs also believe in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or theories alleged in the operative complaints, the possibility of non-certification, and the potential for appeals.

35. Here, the total amount of class and PAGA penalties could be as high as approximately $103.5 million, without discounting for potentially losing on any of the causes of action. If the Court determined that the CBA precluded the overtime claims or that the PAGA did not apply given the exemption, then the exposure could be closer to around $75 million. The Gross Settlement Amount is $7,000,000.00, which is between approximately 7-9% of the maximum class and PAGA penalties. Of course, if the Court denied class certification as to some or all of the claims, then this would drastically impact the recoverable wages and/or penalties. The settlement was negotiated at arm's length with these risks in mind and the significantly high settlement percentage-to-recovery further supports that the settlement is fair and reasonable.

36. Pursuant to the Settlement Agreement, the Net Settlement Amount will be apportioned among the Class Members on a *pro rata* basis, based on the number of Workweeks worked by all Class Members during the Class Period, as compared to the total number of Workweeks worked by all Class Members during the Class Period. *See* Agreement ¶ I.C.9. Based thereon, on a raw average, each Class Member potentially may recover approximately $455.80 ($4,011,050.00 ÷ 8,800 Class Members). The amount actually paid to each Participating Class Member will increase or decrease depending on the number of Workweeks he or she worked during the Class Period.

37. Additionally, as part of the payment of PAGA penalties, 25% of the PAGA

Settlement Amount, or $450,000.00, shall be paid to Aggrieved Employees[1] on a *pro rata* basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period as compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. Agreement ¶ I.A.22, I.A.30.

38. The Settlement Agreement provides for the payment to the Settlement Administrator for the administration of this current settlement. Based on my experience, I believe the quote provided by Phoenix Settlement Administrators for a capped fee of $48,950.00 to administer the settlement is reasonable given the scope of services requested. In my experience the approximately $5.56 cost per class member ($48,950 / 8,800) is reasonable and appropriate.

39. The terms of the settlement provide that the funds from uncashed checks (upon the expiration date) shall be sent to the designated *cy pres* recipient, Legal Aid at Work. *See* Agreement ¶ I.C.25.

40. Defendant shall fund the settlement in two installments. The first installment of $3,500,000.00 shall be funded within fourteen (14) days of the Effective Date, or on March 9, 2027, whichever is later. The second installment of $3,500,000.00 shall be funded on or before March 9, 2028. Agreement ¶ I.C.3. Given the size of the Settlement, Defendant has requested to make the payments in two parts to preserve cashflow and maintain sufficient funds to meet operating expenses.

41. Based on their own independent investigation and evaluation, the Parties and their respective counsel are of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Class and Defendant in light of all known facts and circumstances and the expenses and risks inherent in litigation.

42. From the inception of the case, Class Counsel have zealously represented the

[1] "Aggrieved Employees" are all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2022, through June 7, 2026. Agreement ¶ I.A.3. The PAGA Period is May 10, 2022, through June 7, 2026. *Id*. ¶ I.A.29.

interests of the Class. Class Counsel engaged in significant meet and confer discussions with opposing counsel to obtain data and documents and to discuss the merits of the claims on behalf of the Class. This settlement was obtained for the benefit of the Class, as opposed to the individual Class Representatives.

43. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in formal and informal discovery in connection with mediation and participated in the exchange of class data and Defendant's pertinent policies and practices. Based on my review of all the documents and information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

44. I was retained based upon a contingency fee arrangement wherein Plaintiffs' counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiffs failed to prevail in this case, counsel for Plaintiffs would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiffs also failed to prevail in the present case, Defendant would have been able to seek costs in connection with its defense of the case.

ATTORNEY EXPERIENCE

45. I am one of the primary attorneys on this matter. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

46. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a $21 million commercial breach of contract dispute. I also regularly litigated cases across the civil litigation spectrum, including employment matters.

47. From February 2016, through Fall 2017, I practiced at the international law firm of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50 companies in Multi-District Litigation primarily in the product liability sphere. I also successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary judgment decision regarding trade secret issues, in addition to working in several other practice groups.

48. From September 2017, through September 2018, I served as a law clerk to a Judge sitting on the United States District Court, Central District of California. I regularly prepared bench memoranda, on cases involving all types of civil litigation, including regularly working on wage and hour class actions.

49. I am currently an attorney at the law firm of Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. My current practice focuses on employment matters involving both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of California. I am currently handling, or have handled, numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No. 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and *Rodas v. Goodyear Tire* (Case No. 21-cv-07526, United Stated District Court, Central District of California), among many others.

50. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

51. I have also assisted the firm in numerous wage and hour class action mediations.

52. My co-counsel and I will adequately represent the Class in this action. Plaintiffs' counsel have and will zealously represent Plaintiffs and the Class and pursue this lawsuit to its conclusion.

53. I have no conflicts with the Class and will adequately represent the Class.

54. I have no conflicts with the proposed cy pres recipient, Legal Aid at Work.

NOTICE TO THE LWDA

55. Concurrently with the filing of this Motion, I caused the Motion and Settlement Agreement to be uploaded to the LWDA's website. Attached hereto as **Exhibit D** is the confirmation of submission.

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

Executed on this 9th day of November 2026, at Los Angeles, California.



Max W. Gavron

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Coordination Proceeding Special Title (Rule 3.550)	JCCP No. 5410 [Assigned for all purposes to the Hon. Jill H. Talley, Dept 8A]
PRIDE INDUSTRIES WAGE AND HOUR CASES	**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**
Coordinated actions:	
Sturgeon v. Pride Industries	SUPERIOR COURT OF CALIFORNIA COUNTY OF PLACER NO. S-CV-0051712
Wooten v. Pride Industries	SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO NO. 23CV001854
Allen v. Pride Industries	SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO NO. 24CV004368

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement ("Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen (collectively referred to herein as "Plaintiffs"), as individuals and on behalf of others similarly situated, and Defendant Pride Industries ("Defendant") (collectively with Plaintiffs, the "Parties") in accordance with the terms of the Memorandum of Agreement accepted by the Parties and subject to preliminary and final approval by the Coordinating Court (the Honorable Judge Jill H. Talley presiding) for the settlement of the class and representative actions entitled: (1) *Curtis Wooten v. Pride Industries*, Sacramento County Superior Court Case No. 23-CV-001854; (2) *Edward Joseph Sturgeon v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051713; (3) *Edward Joseph Sturgeon and Darrin Cochran v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051712; and (4) *Michael Allen v. Pride Industries*, Sacramento County Superior Court Case No. 24-CV-004368, which were subsequently coordinated in the Pride Industries Wage & Hours Cases, JCCP No. 5410.

I. TERMS OF THE SETTLEMENT

A. DEFINITIONS

The following definitions are applicable to this Agreement in addition to those terms defined elsewhere in this Agreement:

1. "Coordinated Action" means *Curtis Wooten v. Pride Industries*, Sacramento County Superior Court Case No. 23-CV-001854 (filed on May 13, 2023); *Edward Joseph Sturgeon v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051713 (filed on November 20, 2023); *Edward Joseph Sturgeon and Darrin Cochran v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051712 (filed on November 20, 2023); and *Michael Allen v. Pride Industries*, Sacramento County Superior Court Case No. 24-CV-004368 (filed on March 6, 2024).

2. "Administration Expenses Payment" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are estimated to be Forty-Eight Thousand Nine Hundred and

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Fifty Dollars ($48,950.00). Any portion of the Administration Expenses Payment not used or approved by the Court shall be added to the Net Settlement Amount. However, the Parties hereby acknowledge that the Administration Expenses Payment may increase above the current estimate of Forty-Eight Thousand Nine Hundred and Fifty Dollars ($48,950.00) and that any such additional Administration Expenses Payment that is approved by counsel for the Parties shall be taken out of the Gross Settlement Amount. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

3. "Aggrieved Employee(s)" means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2022, through June 7, 2026.

4. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action Settlement and Release.

5. "Class" means all persons who work or worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2019, through June 7, 2026. It has been determined that there are approximately 8,800 individuals that comprise the Class.

6. "Class Member(s)" or "Settlement Class Member(s)" means a member of the Class, as either Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as Aggrieved Employee).

7. "Class Counsel" means Larry W. Lee, Max W. Gavron, and Kwanporn "Mai" Tulyathan of Diversity Law Group, P.C.; William L. Marder of Polaris Law Group; Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Helene Mayer of Lawyers *for* Justice, P.C.; and Carolyn H. Cottrell, Esther L. Bylsma, and Sandra Acosta Tello of Schneider Wallace Cottrell Kim LLP, collectively.

8. "Class Counsel Fees Payment" means such award of fees as the Court may authorize to be paid to Class Counsel from the Gross Settlement Amount for the services they have rendered and will render to Plaintiffs and the Class in the Coordinated Action. Defendant agrees

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not to oppose a Class Counsel Fees Payment of up to the sum of Two Million Four Hundred Fifty Thousand Dollars ($2,450,000.00), *i.e.*, approximately thirty-five percent (35%) of the Gross Settlement Amount, subject to the Court's final approval of this Settlement. Any portion of the Class Counsel Fees Payment not awarded to Class Counsel shall be added to the Net Settlement Amount.

9. "Class Counsel Litigation Expenses Payment" means such award of costs and expenses as the Court may authorize to be paid to Class Counsel from the Gross Settlement Amount for the services they have rendered and will render to Plaintiffs and the Class in the Coordinated Action. Defendant agrees not to oppose a Class Counsel Litigation Expenses Payment in the amount of up to One Hundred Thousand Dollars and Zero Cents ($100,000.00), subject to the Court's final approval of this Settlement. Any portion of the Class Counsel Litigation Expenses Payment not awarded to Class Counsel shall be added to the Net Settlement Amount.

10. "Class List and Data" means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List and Data shall be formatted as a Microsoft Office Excel spreadsheet and shall include each Class Member's: (1) full name, (2) last known mailing address, (3) Social Security Number, and (4) the number of Workweeks each Class Member worked during the Class Period, and the number of PAGA Pay Periods worked during the PAGA Period.

11. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**.

12. "Class Period" means May 10, 2019, through June 7, 2026.

13. "Class Representatives" or "Plaintiffs" means plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen.

14. "Class Representative Service Payment(s)" or "Service Payment(s)" means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Class Payments, in recognition of their efforts and risks in assisting with the prosecution of the Coordinated Action. Subject to the Court granting final approval, the Parties agree that each

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Plaintiff shall each be paid up to Ten Thousand Dollars ($10,000.00) from the Gross Settlement Amount.

15. "Counsel for Defendant" or "Defense Counsel" means Barbara A. Blackburn, Nathaniel H. Jenkins, and Bo Kyung Kim of Littler Mendelson, P.C.

16. "Court" means the Superior Court for the State of California, County of Sacramento, or any other appropriate court assuming jurisdiction over the Coordinated Action.

17. "Defendant" means Defendant Pride Industries.

18. "Effective Date" means the later of (a) the last date to appeal final approval and judgment by the Court, provided no appeal is filed; or (b) if an appeal, review, or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Judgement is no longer subject to further judicial review.

19. "Final Approval" means that the Final Approval Order and Judgment have been entered by the Court.

20. "Gross Settlement Amount" means the maximum settlement amount of Seven Million Dollars ($7,000,000.00) to be paid by Defendant as a result of this Agreement to resolve the class and representative claims in the Coordinated Action. The Gross Settlement Amount includes all Individual Class Payments to Participating Class Members, Class Representative Service Payments to Plaintiffs, Administration Expenses Payment to the Settlement Administrator, the PAGA Settlement Amount (including LWDA payment), interest, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment. This amount shall be non-reversionary. Defendant's share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or any similar tax or charge) shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

21. "Individual Class Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member.

22. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee from 25% of the PAGA Settlement Amount (the "Aggrieved Employee Payment").

23. "LWDA" means the California Labor and Workforce Development Agency.

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24. "Net Settlement Amount" means the balance of the Gross Settlement Amount remaining after deduction of the approved Class Representative Service Payments, Administration Expenses Payment, PAGA Settlement Amount, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment. The Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

25. "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.

26. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number; (b) a concise, written statement articulating the objection and the basis or bases therefor; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice and must be postmarked by the Response Deadline.

27. "PAGA" means the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*

28. "PAGA Pay Period" means any pay period during which an Aggrieved Employee performed work for Defendant for at least one day during the PAGA Period.

29. "PAGA Period" means May 10, 2022, through June 7, 2026.

30. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the PAGA. The amount of the PAGA Settlement Amount is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Four Hundred Fifty Thousand Dollars ($450,000.00) of the Gross Settlement Amount shall be allocated to the resolution of the Released PAGA Claims. Pursuant to the PAGA, 75% of the PAGA Settlement Amount ("LWDA PAGA Payment"), *i.e.*, the sum of Three Hundred Thirty-Seven Thousand Five Hundred Dollars ($337,500.00), shall be paid to the LWDA, and 25% of the PAGA Settlement Amount ("Aggrieved Employee Payment"), *i.e.*, the sum of One Hundred Twelve Thousand Five Hundred Dollars

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($112,500.00), shall be paid to Aggrieved Employees. The payment to the LWDA will be forwarded by the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA Settlement Amount will not constitute grounds by either Party to void this Agreement, so long as the Gross Settlement Amount remains the same.

31. "Parties" means Plaintiffs, on behalf of themselves and the Class, and Defendant collectively.

32. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

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

34. "Released Class Claims" means all claims, arising under applicable law, that were alleged, or could have reasonably been alleged, based on the facts contained in the Operative Complaints and that occurred during the Class Period, including (i) failure to provide or pay premium payments for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, and 1198, and applicable IWC Wage Order(s)); (ii) failure to authorize and permit or pay premium payments for rest periods (see Labor Code sections 204, 226.7, 512, and 1198, and applicable IWC Wage Order(s)); (iii) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate "all hours worked" (see Labor Code sections 510, 1194, 1197, and 1198, and applicable IWC Wage Order(s)); (iv) failure to pay wages due to discharged and quitting employees (see Labor Code sections 201-203); (v) failure to timely pay wages during employment (see Labor Code section 204); (vi) failure to provide accurate, itemized wage statements (see Labor Code section 226(a)); (vii) failure to reimburse business expenses (see Labor Code sections 2800 and 2802); and (viii) any unfair business practices with respect to claims arising from the Labor Code violations released herein (see Business and Professions Code section 17200, *et seq*.).

35. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or could have been reasonably alleged, based on the facts stated in the Operative Complaints and LWDA Letters and that occurred during the PAGA Period, including (i) failure to provide or pay

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premium payments for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, and 1198; (ii) failure to authorize and permit or pay premium payments for rest periods (see Labor Code sections 204, 226.7, 512, and 1198; (iii) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate "all hours worked" (see Labor Code sections 246, 510, 1194, 1197, and 1198; (iv) failure to pay wages due to discharged and quitting employees (see Labor Code sections 201-203); (v) failure to timely pay wages during employment (see Labor Code section 204); (vi) failure to provide accurate, itemized wage statements (see Labor Code section 226(a)); (vii) failure to reimburse business expenses (see Labor Code sections 2800 and 2802); (viii) failure to pay sick pay (see Labor Code section 246); and (ix) failure to maintain records (see Labor Code section 1174(d)).

36. "Released Parties" means Defendant and each of its subsidiaries, officers, directors, members, partners, owners, shareholders, management-level employees, agents, servants, attorneys, assigns, affiliates, volunteers, predecessors, successors, parent companies and organizations, and insurers.

37. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice; and (e) be postmarked on or before the Response Deadline.

38. "Response Deadline" means sixty (60) calendar days after the initial date of mailing of the Class Notice by the Settlement Administrator to Class Members, and the last date on which Class Members may submit Requests for Exclusion or Notices of Objection to the Settlement. Class Members who receive a re-mailed Class Notice due to address corrections such as a forwarding address or other updated address shall have their Response Deadline extended by up to fifteen (15) calendar days from the original Response Deadline.

39. "Settlement" means the agreement among the Parties to resolve the Coordinated

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Action, as set forth in this Agreement.

40. "Settlement Administrator" means Phoenix Settlement Administrators, an independent third party that was mutually chosen by Class Counsel and Defense Counsel.

41. "Settlement Payment Check" means any check issued by the Settlement Administrator to a Participating Class Member and/or Aggrieved Employee for an Individual Class Payment and/or Individual PAGA Payment, as applicable.

42. "Workweek" means any week during which a Class Member performed work for Defendant for at least one day during the Class Period.

B. PROCEDURAL HISTORY

1. Procedural History of *Wooten*. On May 13, 2023, Curtis Wooten filed a class action complaint against Defendant, in the matter of *Curtis Wooten v. Pride Industries*, Sacramento County Superior Court Case No. 23-CV-001854 ("*Wooten*").

2. On July 19, 2023, Plaintiff Wooten filed a separate representative action complaint against Defendant, seeking civil penalties pursuant to PAGA and premised upon the same alleged California Labor Code violations asserted in the earlier-filed class action complaint. Pursuant to stipulation of the parties and as ordered by the court, Plaintiff Wooten dismissed the PAGA action and asserted his PAGA cause of action in the initial class action via a First Amended Complaint.

3. On November 22, 2023, Plaintiff Wooten filed a First Amended Complaint alleging causes of action for: (1) violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 201-203; (3) violation of Labor Code § 226(a); (4) violation of Labor Code § 227.3; (5) violation of Business and Professions Code § 17200, *et seq.*; and (6) violation of Labor Code § 2698, *et seq.*

4. Procedural History of *Sturgeon*. On November 20, 2023, Edward Joseph Sturgeon filed a class action complaint against Defendant, in the matter of *Edward Joseph Sturgeon v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051713 ("*Sturgeon*"), alleging causes of action for: (1) violation of Labor Code §§ 510 and 1198; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code § 226.7; (4) violation of Labor Code §§ 1194, 1197, and 1197.1; (5) violation of Labor Code §§ 201 and 202; (6) violation of Labor Code § 204; (7)

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violation of Labor Code § 226(a); (8) violation of Labor Code § 1174(d); (9) violation of Labor Code §§ 2800 and 2802; and (10) violation of Business and Professions Code § 17200, *et seq.*

5. On November 20, 2023, Edward Joseph Sturgeon filed a related representative action complaint against Defendant, in the matter of *Edward Joseph Sturgeon v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051712 ("*Sturgeon PAGA*"), alleging a single cause of action for violation of Labor Code § 2698, *et seq*., premised upon the same alleged California Labor Code violations asserted in the class action complaint.

6. On May 2, 2024, the court consolidated *Sturgeon* and *Sturgeon PAGA*.

7. On September 18, 2024, Plaintiff Sturgeon filed a First Amended Consolidated Complaint adding Darrin Cochran as a named Plaintiff and PAGA representative in the consolidated action.

8. Procedural History of *Allen*. On March 6, 2024, Michael Allen filed a class action complaint against Defendant, in the matter of *Michael Allen v. Pride Industries*, Sacramento County Superior Court Case No. 24CV004368 ("*Allen*"), alleging causes of action for: (1) violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198; (2) violation of Labor Code § 510; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code § 226.7; (5) violation of Labor Code § 226; (6) violation of Labor Code §§ 201-203; (7) violation of Business and Professions Code § 17200, *et seq*.; and (8) violation of Labor Code § 2698, *et seq*.

9. Coordinated Action. On or about July 29, 2025, the Parties filed a Petition for Coordination of the *Wooten* action, *Sturgeon* action, and *Allen* action (the "Petition"). On November 5, 2025, an order was entered coordinating those actions in Sacramento County Superior Court, thereafter, designated as the "Pride Industries Wage and Hour Cases."

10. Mediation. On December 9, 2024, the parties in the *Sturgeon* and *Wooten* matters participated in mediation, which did not result in a resolution. Thereafter the Parties continued to litigate their respective cases.

11. On February 13, 2026, the Parties participated in a second, global mediation of the Coordinated Action with private mediator Tripper Ortman, Esq. After thorough, arm's length negotiations during and following mediation, the Parties accepted a mediator's proposal on March

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10, 2026 to settle the Coordinated Action on the terms set forth herein.

12. In connection with the mediation, Defendant provided sufficient class data from which Class Counsel could conduct a damage analysis, which included timekeeping and payroll records for putative class members, the number of Workweeks at issue, and various policy and practice documents detailing the practices that Plaintiffs alleged formed the bases of their claims.

13. The Parties recognize the risk, expense, and delay in continuing the Coordinated Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Coordinated Action.

C. TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

1. Settlement Consideration. Defendant shall pay the Gross Settlement Amount totaling the sum of Seven Million Dollars ($7,000,000.00) as specified in this Agreement in full satisfaction of all claims arising from the Coordinated Action, which shall be used to pay: (1) Individual Class Payments; (2) Class Counsel Fees Payment; (3) Class Counsel Litigation Expenses Payment; (4) Class Representative Service Payments; (5) Administration Expenses Payment to the Settlement Administrator; and (6) the PAGA Settlement Amount (including LWDA payment). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Amount, except as provided herein with respect to the Workweek Escalator, and with the exception of Defendant's share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or any similar tax or charge), which shall be paid by Defendant separate and apart from the Gross Settlement Amount.

2. Workweek Escalator. The Gross Settlement Amount is based on Defendant's representation that, as of the date of the global mediation, Class Members worked approximately 900,318 Workweeks during the Class Period ("Estimated Workweeks"). If the actual number of

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Workweeks worked by Class Members during the Class Period ("Actual Workweeks") exceeds 945,334 (*i.e.*, 105% of the Estimated Workweeks), then Defendant shall have the option to either: (1) increase the Gross Settlement Amount by the same percentage increase above 5% (*e.g.*, an Actual Workweeks count of 107% of the Estimated Workweeks will result in a 2% increase of the Gross Settlement Amount); or (2) designate a cutoff date for the release period corresponding to the point at which the Actual Workweeks count reaches 945,334. If this provision is triggered and Defendant elects to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains up to 35% of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Defendant shall notify Class Counsel of its election prior to the filing of Plaintiffs' motion for preliminary settlement approval.

3. Funding of the Gross Settlement Amount. Defendant shall fund the settlement in two installments. The first installment of $3,500,000.00 shall be funded within fourteen (14) days of the Effective Date, or on March 9, 2027, whichever is later. The second installment of $3,500,000.00 shall be funded on or before March 9, 2028. Defendant shall make each installment of the Gross Settlement Amount as a deposit into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq*., and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs, and

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expenses shall be treated as and included in the costs of administering the QSF and as Administration Expenses Payment. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). Defendant shall serve and file a declaration containing evidence of their financial condition to substantiate the Settlement and necessity of a payment plan if required by the Court. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

4. Class Counsel Fees Payment. Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, or approximately Two Million Four Hundred Fifty Thousand Dollars ($2,450,000.00). The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees. Any portion of the Class Counsel Fees Payment not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

5. Class Counsel Litigation Expenses Payment. Defendant agrees not to oppose any application or motion by Class Counsel for costs incurred in the amount of up to One Hundred Thousand Dollars and Zero Cents ($100,000.00), which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded costs and expenses. Any portion of the Class Counsel Litigation Expenses Payment not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

6. Class Representative Service Payments. Defendant agrees not to oppose any application or motion by Plaintiffs for a Class Representative Service Payment of up to Ten Thousand Dollars ($10,000.00) to each Plaintiff, for a total of Forty Thousand Dollars ($40,000.00). The Service Payments shall be paid from the Gross Settlement Amount and shall be paid in addition to Plaintiffs' Individual Class Payments as Participating Class Members and/or

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Individual PAGA Payments as Aggrieved Employees. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs reflecting their respective Service Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Payments and shall hold Defendant, Defense Counsel, and Class Counsel harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Payment. Any portion of the Service Payment not awarded to Plaintiffs shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

7. Administration Expenses Payment. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, which are currently estimated to be Forty-Eight Thousand Nine Hundred and Fifty Dollars ($48,950.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Class Payments and Individual PAGA Payments, the issuing of W-2 and 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount, Service Payments, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment, and providing necessary reports and declarations. Any portion of the Administration Expenses Payment not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

8. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Four Hundred Fifty Thousand Dollars ($450,000.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement Amount, *i.e.*, the sum of Three Hundred Thirty-Seven Thousand Five Hundred Dollars ($337,500.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00), shall be paid to Aggrieved Employees in connection with the release of their Released PAGA Claims. Each Aggrieved Employee will be entitled to a portion of the 25% of the PAGA Settlement Amount (or Aggrieved Employee Payments), calculated in accordance with the number of pay periods he or she worked during the PAGA Period, in relation to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

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9. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Class Payments to Participating Class Members in accordance with the terms of this Agreement. The Settlement Administrator will allocate the class portion of the Individual Class Payments by dividing the Net Settlement Amount by the total number of Workweeks for the Class Period, resulting in the Net Workweek Value (hereafter, "Net Workweek Value"), and then multiplying the Net Workweek Value by the number of Workweeks worked by each Class Member during the Class Period. There will be no claims process. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

10. No Credit Toward Benefit Plans. The Individual Class Payments made to Participating Class Members under this Agreement, the Individual PAGA Payments made to Aggrieved Employees, and the Service Payments made to Plaintiffs, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which Plaintiffs or any Class Members or any Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans/sick day eligibility, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members or Aggrieved Employees may be entitled under any benefit plans. The Parties agree that any Individual Class Payment, Individual PAGA Payment, or the Class Representative Service Payment paid to Participating Class Members, Aggrieved Employees, or Plaintiffs under the terms of this Agreement do not represent any modification of Participating Class Members', Aggrieved Employees', or Plaintiffs' previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant. Further, any Individual Class Payments, Individual PAGA Payments, and/or Class Representative Service

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Payments paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant.

11. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

a. Establish and maintain a Qualified Settlement Fund account;

b. Calculate the amount of the settlement each Class Member and/or Aggrieved Employee is eligible to receive and applicable withholdings;

c. Verify the last known address for each Class Member through a generally utilized, national address update database prior to mailing to the Class Members the Notice of Class Action Settlement ("Class Notice" or "Notice");

d. Print and mail the Class Notices;

e. Establish and maintain a toll-free informational telephone support line to assist Class Members who have questions regarding the Class Notice;

f. Conduct additional address searches for mailed Class Notices that are returned as undeliverable, and to the extent new and more current addresses are found, reprint and re-mail the Class Notices accordingly;

g. Issue and distribute all payments provided for in this Agreement, including the Individual Class Payments;

h. Report the payments made pursuant to this Agreement as required on a W-2, Form 1099, and/or other forms, as applicable;

i. Calculate Defendant's share of payroll taxes, including FICA and FUTA, on the portion of each Individual Class Payment allocated to unpaid wages; and

j. Provide declarations and/or other information to the Court as requested.

12. Delivery of the Class List and Data. Within fifteen (15) business days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement

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Administrator.

13. Notice by First-Class U.S. Mail. Within fifteen (15) business days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List and Data.

14. Confirmation of Contact Information in the Class List and Data. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known address changes.

15. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (1) information regarding the nature of the Coordinated Action; (2) a summary of the Settlement's principal terms; (3) the Class definition; (4) the Aggrieved Employees definition; (5) each Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments, if they do not request to be excluded; (6) each Aggrieved Employee's estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (7) the dates that comprise the Class Period and PAGA Period; (8) instructions on how to submit a valid Request for Exclusion or Notice of Objection; (9) the deadlines by which the Class Member must submit a Request for Exclusion or Notice of Objection to the Settlement; (10) the date of the final approval hearing; and (11) the claims to be released. The Class Notice will also inform Class Members that, in order to receive the Individual Class Payment, they do not need to do anything except keep the Settlement Administrator apprised of their current mailing address. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the proposed settlement. The Class Notice will be in both English and Spanish.

16. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security

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Number of the Class Member involved and shall perform a re-mailing. Those Class Members who receive a re-mailed Class Notice shall have their Response Deadline extended by up to fifteen (15) calendar days from the original Response Deadline. If a Class Member's Class Notice is returned to the Settlement Administrator as non-deliverable more than once, then an additional Class Notice shall not be mailed.

17. Request for Exclusion Procedures. Any Class Member may opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) contain the name, address, telephone number, and the last four digits of the Social Security Number of the person requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement Administrator at the specified address; and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the Coordinated Action and not be bound by this Agreement. Accordingly, a Class Member who timely submits a valid Request for Exclusion will not be entitled to any payments under this Settlement and will not be bound by the terms of the Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed to be a Participating Class Member and will be bound by all terms of the Settlement to the fullest extent permissible under applicable law, if the Settlement is granted final approval by the Court. Upon request, the Settlement Administrator shall provide counsel for Defendant with a complete list of all Class Members who have timely submitted a Request for Exclusion form.

18. Defective Requests for Exclusion. If a Request for Exclusion is timely submitted but defective as to any of the requirements set forth herein, the Settlement Administrator shall notify the Class Member of the defect and provide the Class Member an opportunity to cure. The Settlement Administrator shall mail a cure letter to the Class Member within three (3) business days after receipt of the defective Request for Exclusion. The Class Member shall have until the

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later of (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to submit a corrected Request for Exclusion. If the defect is not timely cured, the Request for Exclusion shall be deemed invalid.

19. To the extent a Class Member may also be an Aggrieved Employee under this Agreement, there shall be no opt out of the release of applicable PAGA claims during the PAGA Period. All Aggrieved Employees shall be bound by the Released PAGA Claims and receive their portion of the PAGA Settlement Amount, regardless of whether they submit a valid Request for Exclusion.

20. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest extent permissible under applicable law, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court. All Aggrieved Employees shall be bound by the Released PAGA Claims and receive their portion of the PAGA Settlement Amount, regardless of whether they submit a valid Request for Exclusion.

21. Objection Procedures. Any Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should return by mail a written statement of objection to the Settlement Administrator at the specified address by the Response Deadline. The date of the postmark on the Notice of Objection shall be deemed the exclusive means for determining whether a Notice of Objection is timely. The Notice of Objection must include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. All Notices of Objection received by the Settlement Administrator will be presented to the Court for consideration, however the Court may, in its discretion, refuse to consider any objections that are not timely. Class Members who submit a Notice of Objection will have the right to appear at the final approval hearing to have their objections heard by the Court, at their own expense. However, a Class Member may appear at the final approval hearing and object without having previously submitted a written objection. At no

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time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

22. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendant has the right in its sole discretion to rescind the Parties' Settlement. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out. If Defendant exercises its option to rescind, Defendant shall provide written notice to Class Counsel within fifteen (15) calendar days after the Response Deadline or within fifteen (15) calendar days of the date Defendant learns in writing from the Settlement Administrator that the number of individuals in the Settlement Class who have timely submitted Requests for Exclusion total more than ten percent (10%) of the Settlement Class. Defendant shall pay all Administration Expenses Payment incurred by the Settlement Administrator up to the date of Defendant's notice to rescind. In the event the Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

23. Settlement Administrator's Reports of Information. The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or reasonably requested. The Settlement Administrator shall also forward to the Parties' counsel and file with the Court any Notices of Objection received immediately upon receipt. Further, if requested by the Parties' counsel, the Settlement Administrator shall forward any Request for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

24. Distribution Timing of Individual Class Payments. Within fifteen calendar (15) days of Defendant funding the second installment of the Gross Settlement Amount, the Settlement

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Administrator shall issue payments to (1) Participating Class Members; (2) Aggrieved Employees; (3) the Labor and Workforce Development Agency; (4) Plaintiffs; and (5) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

25. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Participating Class Members and Aggrieved Employees shall be negotiable for one hundred eighty (180) days from the date of issuance. This is a non-reversionary settlement. All Settlement Payment Checks to Participating Class Members and Aggrieved Employees that remain un-cashed within one hundred eighty (180) days of the mailing by the Settlement Administrator shall be paid out pursuant to California Code of Civil Procedure § 384 to Legal Aid at Work as the *cy pres* recipient. In such event, those Participating Class Members and Aggrieved Employees will nevertheless remain bound by the Settlement.

26. Non-Liability Regarding Check Payments. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

27. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

28. Administration Costs if Settlement Fails or is Delayed. In the event that the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

29. Tax Treatment of Settlement Payments. Twenty percent (20%) of each Individual Class Payment disbursed from the Net Settlement Amount shall be allocated as payment for alleged unpaid wages, and the remaining eighty percent (80%) will be allocated as interest and statutory penalties. One hundred percent (100%) of each Individual PAGA Payment disbursed from the PAGA Settlement Amount shall be allocated as civil penalties. The portion allocated to wages shall be reported on an IRS Form W-2, with applicable withholdings, and the portions allocated to interest and penalties shall be reported on an IRS Form-1099. The Class

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Representative Service Payments shall be reported on an IRS Form-1099. Defendant shall solely be responsible for the employer portion of the payroll taxes. Defendant makes no representation as to the tax treatment or legal effect of the payments called for in this Agreement, and Plaintiffs, Participating Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that, except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Plaintiffs, Class Counsel, Participating Class Members, and Aggrieved Employees shall be solely and legally responsible for correctly characterizing the payments they receive pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Notwithstanding the treatment of the payments to each Participating Class Member above, none of the payments called for by this Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan.

30. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel, 1099 and W-2 forms or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for forwarding all payroll taxes withheld from the payments issued in this Settlement to the appropriate government authorities. The Settlement Administrator shall also be responsible for reversing any tax documents issued to Participating Class Members and Aggrieved Employees who do not cash their checks and for refunding Defendant's share of payroll taxes.

31. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, Class Counsel, or by the Settlement Administrator in this regard. Plaintiffs agree to assume all risks

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regarding the tax consequences of any Service Payment, other than as stated herein. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

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

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TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

34. Release of Claims by Participating Class Members. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiffs and Participating Class Members shall be deemed to have released the Released Parties from the Released Class Claims. The period of the Released Class Claims shall extend to the limits of the Class Period.

a. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation or claims based on facts occurring outside the Class Period.

35. Release of Claims by Aggrieved Employees. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiffs and Aggrieved Employees shall be deemed to have released the Released Parties from the Released PAGA Claims. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period.

36. General Release by Plaintiffs. Upon the Effective Date and funding of the Gross Settlement Amount, and with the exception noted below, Plaintiffs (on behalf of themselves and their spouses, heirs, executors, administrators, trustees, and/or permitted assigns) agree to a general release of any and all claims against the Released Parties – which shall include without limitation any and all claims which in any way relate to their respective employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Coordinated Action or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order – now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of Final Approval, except for those claims

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that may be prohibited by law, such as claims for workers' compensation benefits. Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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.**

a. Plaintiff Michael Allen's claims for retaliation against Defendant, currently pending before the California Department of Industrial Relations, Division of Labor Standards Enforcement, Case No. RCI-CM-990093, are explicitly excluded from Plaintiffs' general release of claims set forth in Paragraph C.36.

37. Nullification of Settlement. In the event that the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning. The Gross Settlement Amount is a material term of the Settlement. If the Court conditions approval of the Settlement on a modification that would require Defendant to pay an amount in excess of the Gross Settlement Amount, Defendant may, in its sole discretion, withdraw from and terminate the Settlement. Any modification by the Court concerning the allocation of the Gross Settlement Amount, the amount of attorneys' fees and costs or Class Representative Service Payments awarded from the Gross Settlement Amount, or the procedures governing administration of the Settlement shall not, standing alone, provide a basis for Defendant to terminate the Settlement, provided that such modification does not increase Defendant's total payment obligation above the Gross Settlement Amount. This paragraph is subject to the conditions of the Workweek Escalator in Paragraph C.2. Prior to exercising Defendant's right to withdraw and terminate set forth in this paragraph, the Parties agree to met and confer in good faith and, if agreeable between the Parties, engage the services of a mutually agreeable mediator to assist with any issues impeding the approval of the proposed Settlement.

38. Disputes Regarding Individual Class Payments. In the event that Class Members have a dispute as to the data provided by the Defendant, Class Members will have the opportunity

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to provide documentation and/or an explanation. A challenge must be faxed or postmarked no later than the Response Deadline, unless extended because of re-mailing of the Class Notice as set forth in Paragraph C.16. Absent evidence rebutting Defendant's records, Defendant's records shall be presumed determinative. The Settlement Administrator shall inform counsel for all Parties in writing of any timely-filed challenges, and shall investigate any challenges, including by consulting Defendant and Defense Counsel. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Class Payments under the terms of this Agreement, and that determination shall be binding. These decisions will be final and non-appealable by Class Members.

39. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

40. Preliminary Approval Hearing. Following review and approval by Defense Counsel of Plaintiffs' Motion for Preliminary Approval, Plaintiffs shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:

a. Conditionally certifying the Class for settlement purposes only;

b. Preliminarily approving the Agreement under the legal standards relating to the preliminary approval of class action settlements;

c. Approving the form of the Class Notice (attached to this Agreement as **Exhibit A**), and finding that the proposed method of disseminating the Class Notice is the best notice practicable under the circumstances;

d. Approving Phoenix Settlement Administrators as the Settlement Administrator;

e. Establishing the procedures and the deadline by which Class Members may assert objections to the Settlement;

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f. Setting a date for the Final Approval Hearing;

g. Setting a date that is approximately five (5) court days before the date of the Final Approval Hearing by which the Parties must file their respective responses to any objections to the Settlement that were filed by Class Members on or before the Response Deadline; and

41. Settlement Administrator. The Parties agree that the Settlement Administrator shall have the authority to mail the Class Notice, create and administer the QSF and Gross Settlement Amount, process Request for Exclusion and Notice of Objection forms, and disburse sums from the Gross Settlement Amount. The Settlement Administrator must have adequate security to protect the privacy rights of the employees about whom it is receiving information, and to protect the QSF, and must memorialize this in a contract that meets with the approval of the Parties and the Court.

42. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Class Payments; (ii) the PAGA Payment (including payments to the LWDA and Aggrieved Employees); (iii) the Class Counsel Fees Payment; (iv) the Class Counsel Litigation Expenses Payment; (v) the Class Representative Service Payments; and (vi) Administration Expenses Payment. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

43. Entry of Judgment and Continued Jurisdiction of the Court. Concurrently with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment pursuant to California Rule of Court 3.769 and consistent with the terms of this Agreement. The Parties hereto shall request that, after entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate

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under court rules or as set forth in this Agreement.

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

45. Confidentiality. The Parties and their counsel agree that they will not issue any press releases or announcements of any kind related to the Settlement. The Parties and their counsel agree they will not initiate any contact with the press, respond to any press inquiry, or have any communications with the press about the facts, amount, or terms of the settlement. Plaintiffs and Class Counsel agree that, prior to preliminary approval of the Settlement, they will keep the terms of the Settlement confidential except for purposes of communicating with Plaintiffs or potential Class Members. Plaintiffs shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. Class Counsel will not use any information about the identities, contact information, or other data provided about the Settlement Class Members in the actions other than for purposes of the actions. The Parties both agree that this settlement is strictly confidential until the Preliminary Approval Motion is filed. Thereafter, Class Counsel agrees not to publicize the terms of this Settlement with the media, including but not limited to any newspaper, journal, magazine, website, and/or online reporter on any website or through social media. After preliminary approval of the Settlement, Plaintiffs and Class Counsel may comment regarding the specific terms of the Settlement: (1) as required by law; (2) as required under the terms of the Settlement; (3) as required under counsel's duties and responsibilities as Class Counsel. Nothing in this paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel.

46. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the Parties.

47. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the dispute by engaging Tripper Ortman, Esq. to mediate such dispute.

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48. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

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

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

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

52. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument.

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

54. Invalidity of Any Provision. Before declaring any provision of this Agreement

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invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

55. Waiver of Certain Appeals. The Parties agree to waive appeals, other than those relating to any objection(s); in addition, Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel Award below the amount Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's terms.

56. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can establish any of the requisite elements for class treatment of any of the claims in the Coordinated Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiffs or any Class Member.

57. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; or engaged in any other unlawful conduct with respect to its employees or otherwise. Neither this Agreement,

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nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendant, or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local, or other applicable law. The terms of this Paragraph C.57 shall be given the broadest interpretation necessary to effectuate its terms. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code § 1152.

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

59. 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 shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

60. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action. The Parties intend this Agreement to be enforceable pursuant to Code of Civil Procedure § 664.6.

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

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62. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

63. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

64. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

65. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement and further intend that this Agreement shall be fully enforceable and binding on all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: 11/3/2026

PLAINTIFF CURTIS WOOTEN

Signed by:
C. Wooten
64D4E8F5C8A0402...

Plaintiff Curtis Wooten

DATED: 11/05/2026

PLAINTIFF EDWARD JOSEPH STURGEON

Electronically Signed 2026-11-05 23:55:12 UTC - 74.253.6.67
Nintex eSign® 328e4122-b903-4e7d-b1b2-b4f901660bd8

Plaintiff Edward Joseph Sturgeon

DATED: 11/05/2026

PLAINTIFF DARRIN COCHRAN

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Nintex eSign® 7014fd35-8561-4f64-b42c-b4f901660bd8

Plaintiff Darrin Cochran

DATED: _____

PLAINTIFF MICHAEL ALLEN

Plaintiff Michael Allen

DATED: _____

DEFENDANT PRIDE INDUSTRIES

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: November 3, 2026

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff Curtis Wooten

DATED: November 3, 2026

POLARIS LAW GROUP

William L. Marder
Attorneys for Plaintiff Curtis Wooten

DATED: November 5, 2026

LAWYERS *for* JUSTICE, P.C.

Yasmin Hosseini
Helene Mayer
Attorneys for Plaintiffs Edward Joseph Sturgeon and Darrin Cochran

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DATED: _____

PLAINTIFF DARRIN COCHRAN

_____

Plaintiff Darrin Cochran

DATED: _____

PLAINTIFF MICHAEL ALLEN

_____

Plaintiff Michael Allen

DATED: 11/9/2026

DEFENDANT PRIDE INDUSTRIES

DocuSigned by:
Charles Sharp
F990EB96484E43E...

Charles Sharp

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: _____

DIVERSITY LAW GROUP, P.C.

_____

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff Curtis Wooten

DATED: _____

POLARIS LAW GROUP

_____

William L. Marder
Attorneys for Plaintiff Curtis Wooten

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Plaintiff Darrin Cochran

DATED: 11 / 05 / 2026

PLAINTIFF MICHAEL ALLEN

M. Allen

Plaintiff Michael Allen

DATED: _____

DEFENDANT PRIDE INDUSTRIES

_____

_____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: November 3, 2026

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Max W. Gavron
Kwanporn "Mai" Tulyathan
Attorneys for Plaintiff Curtis Wooten

DATED: November 3, 2026

POLARIS LAW GROUP

William L. Marder
Attorneys for Plaintiff Curtis Wooten

DATED: _____

LAWYERS *for* JUSTICE, P.C.

_____

Yasmin Hosseini
Helene Mayer
Attorneys for Plaintiffs Edward Joseph Sturgeon and Darrin Cochran

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Docusign Envelope ID: B3E71670-C680-8F3E-80EA-64039DF3697F

DATED: November 9, 2026

SCHNEIDER WALLACE COTTRELL KIM LLP

Carolyn H. Cottrell
Esther L. Bylsma
Sandra Acosta Tello
Attorneys for Plaintiff Michael Allen

DATED: _____

LITTLER MENDELSON, P.C.

Barbara A. Blackburn
Nathaniel H. Jenkins
Bo Kyung Kim
Attorneys for Defendant Pride Industries

Doc ID: ef33bb3f4a747e399855c54cef04518b9c458960

Docusign Envelope ID: A181EACE-6746-84D2-80C1-79BAA9E0CB65

DATED: _____

LAWYERS *for* JUSTICE, P.C.

_____

Yasmin Hosseini
Helene Mayer
Attorneys for Plaintiffs Edward Joseph Sturgeon and Darrin Cochran

DATED: _____

SCHNEIDER WALLACE COTTRELL KIM LLP

_____

Carolyn H. Cottrell
Esther L. Bylsma
Sandra Acosta Tello
Attorneys for Plaintiff Michael Allen

DATED: _____

LITTLER MENDELSON, P.C.

_____

Barbara A. Blackburn
Nathaniel H. Jenkins
Bo Kyung Kim
Attorneys for Defendant Pride Industries

EXHIBIT A

In re: Pride Industries Wage and Hour Cases
Superior Court of California, County of Sacramento, Case No. JCCP5410

NOTICE OF CLASS ACTION SETTLEMENT ("NOTICE")

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT, HOURLY PAID EMPLOYEE OF PRIDE INDUSTRIES ("DEFENDANT") IN THE STATE OF CALIFORNIA AND WORKED AT ANY TIME FROM MAY 10, 2019, THROUGH JUNE 7, 2026, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Sacramento County Superior Court ("Court") authorized this Notice to be sent by _____ ("Settlement Administrator"). This is not an advertisement. This is not a solicitation from a lawyer.

PRIDE INDUSTRIES CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY $«MERGED_EstSettAmnt_CALC» THROUGH THIS CLASS ACTION SETTLEMENT

- Defendant denies all allegations of wrongdoing and liability.
- Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen ("Named Plaintiffs") have sued Defendant on behalf of themselves and all other similarly situated employees. The lawsuit seeks:
  (1) Unpaid wages for a class of all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2019, through June 7, 2026 ("Settlement Class" and "Class Period"); and
  (2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2022, through June 7, 2026 ("Aggrieved Employees" and "PAGA Period").
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING	**You will receive a payment from the settlement.** If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address.

QUESTIONS? CALL TOLL FREE 1-800-_____

	Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT **(Deadline: _____, 2026)**	**If you ask to be excluded from the settlement, you will get no payment from the class settlement,** but you will **keep** any right to sue Defendant separately for the same legal claims made in this lawsuit. Your exclusion request shall **not** apply to the portion of the Settlement related to the Released PAGA Claims. See Sections 10 and 11 for more information. **Important: You cannot ask to be excluded and still get a class settlement payment.**
You Can OBJECT TO THE SETTLEMENT **(Deadline: _____, 2026)**	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiffs allege claims based on Defendant's alleged: (i) Failure to provide or pay premium payments for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, 1198; and applicable IWC Wage Order(s)); (ii) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code sections 204, 226.7, 512, 1198; and applicable IWC Wage Order(s)); (iii) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate "all hours worked" (see Labor Code sections 510, 1194, 1197, 1198; and applicable IWC Wage Order(s)); (iv) Failure to pay wages due to discharged and quitting employees (see Labor Code sections 201-203); (v) Failure to timely pay wages during employment (see Labor Code section 204); (vi) Failure to provide accurate, itemized wage statements (see Labor Code section 226(a)); (vii) Failure to reimburse business expenses (see Labor Code sections 2800 and 2802); and (viii) any unfair business practices with respect to claims arising from the labor code violations released herein (see Business and Professions Code section 17200*, et seq.*). Plaintiffs also seek civil penalties on behalf of the State of California and Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Sacramento County Superior Court is in charge of the case. The lawsuit is known as *In re: Pride Industries Wage and Hour Cases*, Case No. JCCP5410. It is a coordinated proceeding that includes the claims and parties that originally were included in the following cases: (1) *Curtis Wooten v. Pride Industries*, Sacramento County Superior Court Case No. 23-CV-001854; (2) *Edward Joseph Sturgeon v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051713; (3) *Edward Joseph Sturgeon and Darrin Cochran v. Pride Industries*, Placer County Superior Court Case No. S-CV-0051712; and (4) *Michael Allen v. Pride Industries*, Sacramento County Superior Court Case No. 24-CV-004368.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendant. Named Plaintiffs think they could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all persons who work or worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2019, through June 7, 2026 are class members. The period of May 10, 2019, through June 7, 2026 is the Class Period.

Aggrieved Employees are all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2022, through June 7, 2026. The PAGA Period is May 10, 2022, through June 7, 2026.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendant of $7,000,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Gross Settlement Amount"). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the "Net Settlement Amount"): (a) settlement administration costs of approximately $48,950.00; (b) individual Service Payments to the Named Plaintiffs in an amount not to exceed $10,000.00 each (collectively, $40,000.00) for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed $2,450,000.00; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed $100,000.00; and (f) payment of PAGA penalties to the California Labor and Workforce Development Agency and Aggrieved Employees in the amount of $450,000.00. **Class Counsel's attorneys' fees and costs, Named Plaintiffs' Service Payments, and the payment of PAGA Penalties remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks you worked for Pride Industries during the Class Period (and the number of pay periods worked during PAGA Period, if applicable), as compared to the total number of workweeks worked by all class members during that same period. Based upon Defendant's records, the number of workweeks you worked is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you dispute the number of workweeks worked listed above, see below (Question 9).

8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about sixty days after the Defendant fully funds the settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court. The estimated date of distribution is sometime in 2028 because of the installment plan.

9. What If I Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to _____ [ADMINISTRATOR'S ADDRESS] no later than _____, 2026. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Receive A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiffs in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

> [A]ll claims, arising under applicable law, that were alleged, or could have reasonably been alleged, based on the facts contained in the Operative Complaints and that occurred during the Class Period, including (i) failure to provide or pay premium payments for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, and 1198, and applicable IWC Wage Order(s)); (ii) failure to authorize and permit or pay premium payments for rest periods (see Labor Code sections 204, 226.7, 512, and 1198, and applicable IWC Wage Order(s)); (iii) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate "all hours worked" (see Labor Code sections 510, 1194, 1197, and 1198, and applicable IWC Wage Order(s)); (iv) failure to pay wages due to discharged and quitting employees (see Labor Code sections 201-203); (v) failure to timely pay wages during employment (see Labor Code section 204); (vi) failure to provide accurate, itemized wage statements (see Labor Code section 226(a)); (vii) failure to reimburse business expenses (see Labor Code sections 2800 and 2802); and (viii) any unfair business practices with respect to claims arising from the Labor Code violations released herein (see Business and Professions Code section 17200, *et seq*.) (the "**Released Class Claims**").

In addition, if you are an Aggrieved Employee, you will provide the following release:

> [A]ll claims for PAGA penalties that were alleged, or could have been reasonably alleged, based on the facts stated in the Operative Complaints and LWDA Letters and that occurred during the PAGA Period, including (i) failure to provide or pay premium payments for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, and 1198; (ii) failure to authorize and permit or pay premium payments for rest periods (see Labor Code sections 204, 226.7, 512, and 1198; (iii) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate "all hours worked" (see Labor Code sections 246, 510, 1194, 1197, and 1198; (iv) failure to pay wages due to discharged and quitting employees (see Labor Code sections 201-203); (v) failure to timely pay wages during employment (see Labor Code section 204); (vi) failure to provide accurate, itemized wage statements (see Labor Code section 226(a)); (vii) failure to reimburse business expenses (see Labor Code sections 2800 and 2802); (viii) failure to pay sick pay (see Labor Code section 246); and (ix) failure to maintain records (see Labor Code section 1174(d)) (the "**Released PAGA Claims**").

Aggrieved Employees are all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2022, through June 7, 2026. The PAGA Period is May 10, 2022, through June 7, 2026.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *In re: Pride Industries Wage and Hour Cases* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than _____, 2026, to the Settlement Administrator at *****.

If you submit a timely and valid "opt-out" request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

If you are both a class member and an Aggrieved Employee, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid "opt-out" request.

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the settlement of the Released PAGA Claims. If you exclude yourself now you will not receive your individual class payment and you will not give up the Released Class Claims. But, even if you exclude yourself, you may still receive a portion of the PAGA Settlement Amount (see Section 10 for eligibility) and be bound by the Released PAGA Claims.

12. If I Don't Exclude Myself, Can I Sue Defendant Or Receive Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is _____, 2026.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter, but may still receive a portion of the Settlement if you are also an Aggrieved Employee.

13. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All written objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. Any objections should be mailed to the Settlement Administrator at ***** and be postmarked no later than _____, 2026. All objections received will be presented to the Court for consideration. However, the Court may, in its discretion, refuse to consider any objections that are not timely.

Upon the submission of your objection, you may also appear at the final approval hearing for the settlement (see Section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense. You may appear at the final approval hearing even if you do not submit a written objection.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C.; Polaris Law Group; Lawyers for Justice, PC; and Schneider Wallace Cottrell Kim LLP, all of which represent the Named Plaintiffs, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiffs and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to $2,450,000.00 in attorneys' fees and for litigation costs incurred up to a maximum of $100,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section

17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, service payments for the Named Plaintiffs in an amount up to $10,000.00 each (collectively, $40,000.00) will be paid from the Gross Settlement Amount for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Jill H. Talley on _____, 2027, at ____ a.m., in Department 8A of the Superior Court of California for the County of Sacramento, located at 500 G Street, Sacramento, California 95814, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

The addresses for the Court and Class Counsel are as follows:

COURT
Clerk of Court Sacramento County Superior Court 500 G Street Sacramento, California 95814

CLASS COUNSEL	**CLASS COUNSEL (cont'd)**
DIVERSITY LAW GROUP, P.C. Larry W. Lee Max W. Gavron Kwanporn "Mai" Tulyathan 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554	POLARIS LAW GROUP William L. Marder 501 San Benito Street, Suite 200 Hollister, CA 95023 (831) 531-4214 (831) 634-0333 facsimile bill@polarislawgroup.com

lwlee@diversitylaw.com mgavron@diversitylaw.com ktulyathan@diversitylaw.com	
LAWYERS for JUSTICE, PC Arby Aiwazian Yasmin Hosseini Rryan Slinger Harris Koepenick 450 N Brand Blvd., Suite 900 Glendale, CA 91203 Telephone: (818) 265-1020 Facsimile: (818) 265-1021 arby@calljustice.com yasmin@calljustice.com r.slinger@calljustice.com h.koepenick@calljustice.com	SCHNEIDER WALLACE COTTRELL KIM LLP Carolyn H. Cottrell Esther L. Bylsma Sandra Acosta Tello 2000 Powell Street, Suite 1400 Emeryville, CA 94608 Telephone: (415) 421-7100 Facsimile: (415) 421-7105 ccottrell@schneiderwallace.com ebylsma@schneiderwallace. com sacostatello@schneiderwallace.com

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

In re: Pride Industries Wage and Hour Cases
c/o _____
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT B

DocuSign Envelope ID: 4730812E-167A-4B77-8C09-26C5D2AB9B75

CURTIS WOOTEN
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 10, 2023

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Wooten v. PRIDE Industries*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, PRIDE Industries (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including but not limited to, shift differential pay. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of pay but rather were paid at a lower rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code §§ 201-203 by failing to pay me and all similarly situated aggrieved employees our final wages, including vacation wages, at the final regular rate of pay by failing to include all non-discretionary pay into the pay rate calculation. Rather, our final wages, including vacation pay, were paid at a lower rate of pay.

3. Violated Labor Code § 226 by not providing accurate itemized wage statements to me and other similarly situated aggrieved employees whenever shift differential wages were paid. Specifically, whenever such wages were paid, the wage statements failed to identify the accurate total hours worked.

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The address for the Company is:

PRIDE Industries
10030 Foothills Blvd
Roseville, CA 95747

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
4C9B4C2E098540C...
Curtis Wooten

cc: PRIDE Industries (by certified mail)

EXHIBIT C

DIVERSITY LAW GROUP
A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 17, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn.: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Wooten v. PRIDE Industries*
LWDA Case No.: LWDA-CM-954035-23

To Whom It May Concern:

This correspondence shall constitute supplemental written notice under Labor Code section 2699.3 of Curtis Wooten's ("Claimant") claims against his former employer, PRIDE Industries (the "Company"). Specifically, in addition to the claims as set forth in Claimant's May 10, 2023 notice, Claimant further alleges:

1. The Company violated Labor Code § 227.3 by failing to pay vested but unused vacation wages at the final rate of pay in violation of Labor Code § 227.3. Like other employees, Claimant received non-discretionary remuneration, including, but not limited to, shift differential wages, which the Company did not factor into the final rate of pay when paying employees vested but unused vacation wages. As a result, the Company violated Labor Code §227.3 in addition to Labor Code §§ 201, 202, and 203.

2. On information and belief, the Company also failed to pay sick pay wages at the regular rate of pay, pursuant to Labor Code § 246, when employees earned wages and other non-discretionary remuneration. Thus, when employees separated from employment, they were not paid all wages owed in violation of Labor Code §§ 201, 202, 203.

The address for the Company is:

PRIDE Industries
10030 Foothills Blvd
Roseville, CA 95747

Please contact the undersigned if you have any questions regarding this matter.

Sincerely,



Max W. Gavron

cc: PRIDE Industries (by certified mail)

EXHIBIT D