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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ALICIA ESQUIVEL GERLETTE, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ALTMAN SPECIALTY PLANTS, LLC, a California Limited Liability Company; and DOES 1 through 100, Defendants.	Case No. 30-2023-01324651-CU-OE-CXC [*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*] **DECLARATION OF ANDREW J. ROWBOTHAM IN SUPPORT OF PLAINTIFF'S SUPPLEMENTAL BRIEF** Date: January 15, 2026 Time: 2:00 p.m. Dept.: CX102 Action Filed: May 10, 2023 Trial Date: None Set

DECLARATION OF ANDREW J. ROWBOTHAM

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC and serve as counsel for the named plaintiff in this action, Alicia Esquivel Gerlette ("Plaintiff"). I am a member in good standing of the State Bar of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I submit this declaration in support of Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement.

3. On November 13, 2025, the Court issued a tentative ruling continuing the hearing on Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement (the "Tentative Ruling"). A true and correct copy of the Tentative Ruling is attached as **Exhibit A**.

4. After reviewing the Tentative Ruling, Plaintiff and Defendant Altman Specialty Plants, LLC ("Defendant") (collectively, the "Parties") met and conferred regarding the issues the Court raised.

5. After meeting and conferring, the Parties amended the Stipulation of Settlement (the "Amended Settlement Agreement"). Attached as **Exhibit B** is a true and correct copy of a redlined version of the Parties' Amended Settlement Agreement. Attached as **Exhibit C** is a true and correct clean copy of the Parties' fully executed Amended Settlement Agreement.

6. Attached as **Exhibit D** is a true and correct copy of a redlined version of the Parties' revised Notice of Pendency of Class Action and Proposed Settlement ("Notice Packet"). Attached as **Exhibit E** is a true and correct clean copy of the Parties' revised Notice Packet with all proposed edits incorporated therein.

7. Attached as **Exhibit F** is a true and correct copy of a redlined version of Plaintiff's Amended [Proposed] Order Granting Preliminary Approval of Class and PAGA Action Settlement, reflecting the revisions made to the [Proposed] Order pursuant to the Court's Tentative Ruling. Attached as **Exhibit G** is a true and correct clean copy of Plaintiff's Amended

[Proposed] Order Granting Preliminary Approval of Class and PAGA Action Settlement, with all proposed edits incorporated therein.

8. Plaintiff submitted the revised Amended Settlement Agreement, the revised Notice Packet, the revised Amended [Proposed] Order, Plaintiff's supplemental briefing, and all documents and declarations filed in support thereof, to the California Labor and Workforce Development Agency ("LWDA"). A true and correct copy of the LWDA submission is attached as **Exhibit H**.

9. I am aware of two other pending actions involving similar allegations against Defendant: (1) *Angel F. Perez Luis v. Altman Specialty Plants, LLC, et al*., San Diego County Superior Court Case No. 25CU028646C, filed June 2, 2025, an action asserting individual wage-and-hour claims, PAGA claims, and wrongful termination-related claims; and (2) *Oscar de La Paz Garcia v. Altman Specialty Plants, LLC*, Riverside County Superior Court Case No. CVRI2506352, filed November 4, 2025, a putative class action asserting wage-and-hour claims, including overtime, minimum wages, meal period and rest period claims, pay timing claims, waiting time claims, wage statement and recordkeeping claims, and UCL claims.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on December 22, 2025, at El Segundo, California.

Andrew J. Rowbotham

EXHIBIT A

		Defendant disagrees with whether the substance of Plaintiff's motion is sufficient to warrant relief. Substantively, granting Plaintiff leave to file the amended complaint to add a new named plaintiff and class representative promotes the interests of justice in ensuring that no party is being deprived of the right to assert a meritorious cause of action or a meritorious defense. (See *Morgan v. Super. Ct.* (1959) 172 Cal.App.2d 527, 530; see also *La Sala v. American Sav. & Loan Assn.* (1971) 5 Cal.3d 864, 872.) Importantly, any delay by Plaintiff in seeking leave to file the amended complaint is not prejudicial to Defendant. (See *Magpali v. Farmers Group, Inc.* (1996) 48 Cal.App.4th 471, 488.) As the court has already continued the class certification motion hearing to 4/16/2026, with Defendant's opposition to such motion not due until 3/2/2026, Defendant has ample time to conduct additional discovery as necessary. Moreover, the court's order continuing the class certification motion also specified that Plaintiff must produce Haamid before Plaintiff's deadline to file the motion for class certification, which is 1/12/2026. Further, as Defendant acknowledges, the proposed FAC does not add any new claims or legal theories. Whether Haamid will be an adequate class representative is better resolved as part of the class certification motion. (See *Kittredge Sports Company v. Super. Ct.* (1989) 213 Cal.App.3d 1045, 1048 ["the preferable practice is to permit the amendment and allow the parties to test its legal sufficiency by demurrer, motion for judgment on the pleadings, or other appropriate proceedings"].) Plaintiff is **ORDERED** to separately file the first amended complaint with the court within 3 court days and serve all defendants with the first amended complaint within 30 days. The first amended complaint must be filed as a separate document to ensure it is properly indexed in the record. Plaintiff shall give notice.
114	**Gerlette vs. Altman Specialty Plants, LLC** **2023-01324651**	Motion for Approval of Class Settlement Plaintiff Alicia Esquivel Gerlette's Motion for Preliminary Approval of Class Action and PAGA Settlement is **CONTINUED to January 15, 2026, at 2:00 p.m. in Department CX102** in order to give Class Counsel an opportunity to address the issues identified below. On 7/29/2022, Plaintiff Alicia Esquivel Gerlette, individually and on behalf of all others similarly situated, filed a class action complaint against Defendant Altman Specialty Plants, LLC, which Plaintiff dismissed without prejudice after she acquiesced to Defendant's demand that she submit a demand for individual arbitration. After Defendant failed to timely wire payment of the initial arbitration invoice, Plaintiff withdrew her individual arbitration demand and refiled her class action complaint on 5/10/2023 in the instant action. (ROA #2.) The operative complaint is the second amended complaint (SAC), filed on 6/25/2025 per the parties' stipulation and the court's order, alleging various Labor Code wage-and-hour violations and unfair business practices, including a claim for PAGA penalties. (ROA #97.)

		On 6/26/2025, Plaintiff filed the instant motion for preliminary approval of the class action and PAGA settlement and submitted the Stipulation of Settlement ("Settlement Agreement") and Class Notice for the Court's review. The Motion seeks preliminary approval of the parties' proposed settlement for the non-reversionary gross settlement amount (GSA) of $500,000. The Court has identified several issues with the Settlement Agreement and moving papers. Accordingly, the following issues must be addressed by Class Counsel before preliminary approval can be granted: 1. A fully executed copy of the Settlement Agreement must be submitted. 2. Plaintiff also failed to provide the court with a fully text-searchable settlement agreement in compliance with CRC 2.256(b)(3). 3. The Settlement Agreement does not specify the order of distributions, but Class Members, Aggrieved Employees, and the LWDA should be paid first, followed by Plaintiff's enhancement, administration costs, attorneys' fees and litigation costs. 4. The escalator clause provides that if the actual number of total workweeks exceeds the estimated total of 12,395 by more than 10% (or 13,634), and/or the actual number of aggregate pay periods exceeds the estimated total of 162,478 by more than 10% (or 178,725), Defendant will increase the GSA pro rata for each workweek above 13,634 workweeks or each pay period above 178,725, whichever is the greater percentage increase. (Settlement, ¶ 6.2.) But if both workweeks and pay periods increase by more than 10%, instead of just increasing the GSA pro rata for *either* greater workweeks *or* greater pay periods depending on which has the greater percentage increase, Defendant should increase the GSA pro rata for both workweeks and pay periods so that there is sufficient funding for both Class Members based on increased workweeks *and* Aggrieved Employees based on increased pay periods, not just one or the other. 5. Valuation analysis is incomplete in that the moving papers do not address the sick leave violation claims and the claims for failure to pay timely wages twice per month. 6. Class Members must have the option of submitting Requests for Exclusion, Objections, and Workweek Disputes by fax and email in addition to by mail. 7. The deadline for responses to the Class Notice (i.e., opt outs, objections, and workweek disputes) after remailing is too short and should be at least 30 days after remailing. 8. The Settlement Agreement states in the paragraph about releases that "[t]he Settlement shall become effective on the date upon which the Court signs and makes accessible to Defendant (whether via mailed notice or electronically on the Court's docket) an order granting final approval of the settlement agreement ('Effective Date')." (Settlement, ¶ 2.C.) This suggests that the releases are effective on the date of final approval. However, the Settlement Agreement also provides that Defendant will pay the GSA 30 days after the Effective Date. This suggests that the releases are effective before Defendant funds the GSA. The releases should be effective after only after Defendant funds the GSA. 9. Class Counsel must attest to whether there are any concurrent pending cases involving similar claims against Defendant, or confirm that there is none.

		Class Counsel must also provide a revised Class Notice with the following revisions: 1. The notice should be revised so as to be consistent with the resolution of the issues identified above. 2. The following sentence on p. 1 should be bolded: "Because your rights may be affected by the Settlement, it is important that you read this Notice carefully." 3. The correct department number should be listed throughout the notice. 4. In the section on "Disputing Information in Notice," the notice states that the settlement administrator will make the final and binding decision on workweek disputes. This contradicts the settlement agreement, which provides at ¶ 9.F. that the Court will make the final determination. 5. As worded, the notice does not make it clear that Class Members may raise objections by appearing at the Final Approval Hearing even if they have not submitted a written objection to the administrator. 6. In addition to class counsel's contact information and the court's URL, the notice should also provide a URL to a website, maintained by the settlement administrator or plaintiff's counsel, that has links to the notice and key case documents, including the settlement agreement. Class Counsel must also provide a revised [Proposed] Order with the following revisions: 1. The proposed order should be revised to incorporate the relevant revisions identified above. 2. Attorney information must be deleted from the caption page. 3. The date for the preliminary approval hearing should be updated to reference the continued hearing date. 4. The correct title of the settlement agreement should be used. 5. The proposed order should reference by name and ROA number all the declaration(s) to which the fully executed settlement agreement and any amendments thereto are attached. 6. The proposed order should reference by name and ROA number all the declaration(s) to which the revised class notice is attached. 7. The proposed order should specify the amounts proposed to be allocated from the GSA to attorneys' fees, litigation costs, enhancement(s), administration costs, and PAGA penalties (including to the LWDA and to Aggrieved Employees). 8. The proposed order should also include the definitions for PAGA Aggrieved Employees and the PAGA Period. 9. Counsel should not leave blank but should instead propose a realistic Final Approval hearing date, taking into account the deadlines associated with mailing and remailing the notice and responses thereto and the documentation required to support final approval (including but not limited to time records or a summary of time spent by Class Counsel so as to enable the Court to evaluate the lodestar and attorneys' fee request; detailed litigation cost breakdowns; an Administrator declaration and invoice; and Plaintiff's declaration to support the enhancement request). The Court usually sets these hearings at least 4 months after preliminary approval. All

		supporting papers must also be filed at least sixteen (16) court days before the Final Approval hearing date. 10. The proposed order should specify the Court's continuing jurisdiction is pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h). The Court further refers Class Counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at https://voypubapps.occourts.org/complex-civil-calendar. Class Counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a further continuance. Plaintiff is ordered to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.
115	**Harmon vs. Carrington Mortgage Services, LLC** **2023-01339188**	Motion- PAGA Settlement Approval The court has reviewed plaintiff's supplemental papers and finds they have adequately addressed most of the court's previously identified concerns. However, plaintiff has (1) submitted an unexecuted amended settlement agreement and (2) failed to file class action dismissal papers (ROA 104 Issue No. 3). Assuming these issues are fully resolved with 10 court days of notice of this order, the court will GRANT the motion and approve the $235,000 settlement as follows: • $70,500 or 30% of the GSA for plaintiff counsel's attorneys' fees, reduced from the requested 35%, as the court finds 30% fair and reasonable for counsel's efforts in this case; • $19,363 to plaintiff's counsel for plaintiff's attorney costs, as requested; • $4,500 to the administrator, Apex Settlement Administrators, as requested by the administrator; • $105,477.75, which is 75% of the remaining balance of $140,637, to the LWDA as its share of PAGA penalties; and • $35,159.25, which is 25% of the remaining balance of $140,637, to the aggrieved employees as their share of PAGA penalties. Plaintiff to prepare a revised proposed order and judgment that complies with the above as well as a redline reflecting all changes thereto. Hearing information should be deleted from the caption page of the revised proposed order. The court sets a **Final Accounting hearing for December 10,**

EXHIBIT B

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Alicia Esquivel Gerlette ("Plaintiff" or "Class Representative"), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Altman Specialty Plants, LLC ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Julie Vogelzang of Schor Vogelzang & Chung LLP (collectively, "Defense Counsel").

On May 10, 2023, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court, titled Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC, Case No. 30-2023-01324651-CU-OE-CXC (the "Action"). On October 23, 2023, Plaintiff filed ~~the operative~~a First Amended Complaint in the Action, alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all lawful rest periods; (v) failed to timely pay all final wages due upon separation from employment; (vi) failed to reimburse all necessary business expenditures; (vii) failed to comply with California's Unfair Competition laws; and (viii) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA").

As a material term of this Settlement, the Parties ~~agree and stipulate~~acknowledge that Plaintiff ~~will submit an amended letter~~submitted a written notice to the California Labor and Workforce Development Agency ("LWDA") ~~and file a~~ on June 14, 2023 and an amended notice to the LWDA on March 10, 2025, and that on June 25, 2025 Plaintiff filed the operative Second Amended Class and Representative Action Complaint ~~adding~~in the Action. The Second Amended Class and Representative Action Complaint adds allegations under the California Labor Code and applicable wage orders that Defendant failed to provide heat recovery periods, failed to issue accurate itemized wage statements, failed to maintain accurate records, failed to pay wages timely during employment, failed to pay temporary employees' wages, failed to pay agriculture employees at least twice per month, failed to correctly calculate rest period pay for piece rate employees, failed to pay at least the minimum wage, and failed to pay all required sick pay.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff**. Plaintiff, and each Settlement Class member who does not timely opt-out of the Settlement (except as to the PAGA claims specified below), shall fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") as follows:

A. **Release of Class Claims**. All Settlement Class members who do not timely opt out shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period ("Released Claims"). Released Claims under this paragraph shall include, but are not necessarily limited to, claims for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; (14) failure to pay all required sick pay; (15) as well as any and all damages, restitution, disgorgement, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. Released Claims do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Action or outside the Class Period.

B. **Release of PAGA Claims.** It is understood and acknowledged that all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period") shall be referred to as the "PAGA Aggrieved Employees" and will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement. All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff's LWDA letter dated June 14, 2023 and Plaintiff's amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the "PAGA

Released Claims"). PAGA Released Claims include, but are not necessarily limited to, penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; and (14) failure to pay all required sick pay.

C. In light of Plaintiff's Class Representative Enhancement Award, Plaintiff agrees to a general release, as an individual and in addition to the Released Claims described above, of any and all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

> **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.**

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement and Releases shall become effective on the date upon which ~~the Court signs and makes accessible to~~ Defendant ~~(whether via mailed notice or electronically on the Court's docket) an order granting final approval of the~~fully funds the Maximum Settlement ~~Agreement ("Effective Date").~~Amount.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.

B. The Maximum Settlement Amount shall be paid by Defendant thirty (30) calendar days after the ~~Effective Date.~~Court signs and makes accessible to Defendant (whether via mailed notice or electronically on the Court's docket) an order granting final approval of the Settlement Agreement. The Maximum Settlement Amount shall be deposited with the Settlement Administrator and held in an established, interest-bearing Qualified Settlement Fund ("QSF").

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class members;

(2) All costs of the Settlement Administrator which are not to exceed $34,500.00;

(3) Up to $10,000.00 for Plaintiff's Class Representative Enhancement Award in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

(4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at $166,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than $30,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and

(5) Fifty Thousand Dollars and Zero Cents ($50,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or $37,500.00, will be payable to the LWDA, and the remaining 25%, or $12,500.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

F. **Escalator Clause.** Defendant represents that as of the date of mediation, there were an estimated 12,395 aggregate workweeks worked by the approximately 246 Settlement Class members, and 162,478 aggregate pay periods worked by the approximately 5,090 PAGA Aggrieved Employees, through the date of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members from May 10, 2019 through the date of mediation exceeds 10% of 12,395 workweeks (i.e., exceeds 13,634 workweeks) and/or the actual number of aggregate pay periods worked by the PAGA Aggrieved Employees between June 14, 2022 through the date of mediation exceeds 10% of 162,478 pay periods (i.e., exceeds 178,725 pay periods), then the ~~Gross~~Maximum Settlement Amount will be increased on a pro rata basis for each workweek above 13,634 workweeks ~~or~~and each pay period above 178,725~~, whichever is the greater percentage increase~~.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. ~~The~~For purposes of calculating the Net Settlement ~~Administrator shall first deduct from~~Amount, the Maximum Settlement Amount will be reduced by the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Award, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

i. PAGA Amount: The $12,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

ii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

C. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.

D. The Settlement Administrator shall first distribute payments from the Maximum Settlement Amount to the Settlement Class, PAGA Aggrieved Employees, and the LWDA. Following this initial distribution, the Settlement Administrator shall issue payments for Plaintiff's Enhancement Award, settlement administration costs, attorneys' fees and litigation costs.

~~D.~~E. Each Individual Settlement Payment shall be allocated as twenty percent (20%) wages (subject to applicable withholdings), and eighty percent (80%) interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments. The Settlement Administrator will also issue IRS Forms 1099 to PAGA Aggrieved Employees for the portions of the PAGA Amount that they receive.

~~E.~~F. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transmitted by the Settlement Administrator, in the name of the participating Settlement Class member, to the State of California's Unclaimed Property Division. The Settlement Administrator shall perform a skip trace for any settlement checks returned as undeliverable and re-mail such checks to any updated address obtained, before transmitting any uncashed checks to the California Unclaimed Property Division.

~~F.~~G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be $166,666.67. Additionally, Class Counsel will request an award of actual

costs and expenses as supported by declaration, in an amount not to exceed $30,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for a Class Representative Enhancement Award in the amount of $10,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to $34,500.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for this Settlement;

B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden K. Khachadoorian of Haines Law Group, APC as Class Counsel;

C. Appointing Plaintiff Alicia Esquivel Gerlette as Class Representative for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within fifteen (15) court days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period ("Class Data"). To protect Settlement Class members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to Class Data to effect and perform under this Agreement.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as ~~non-delivered~~undeliverable on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional ~~fourteen (14~~thirty (30) calendar days after the ~~Response Deadline~~re-mailing date to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. <u>Requests for Exclusion.</u> Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion Form, via mail, fax, or email, by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) be signed by the Settlement Class member; and (3) ~~be~~mailed and postmarked, faxed, or emailed by the Response Deadline ~~and mailed~~ to the Settlement Administrator at the address, fax number, or email address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form or the date it was emailed or faxed shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the Judgment. The Parties and their respective counsel each agree that they will not distribute to any Settlement Class member any documents, notices, or information regarding the Action or the settlement other than documents, notices, or information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Settlement Class member from opting out, unless a specific request is first made to them by the Settlement Class member.

iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the class action portion of the Settlement.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) , via mail, fax, or email, within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed and postmarked, faxed, or emailed to the Settlement Administrator ~~and postmarked~~ by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

~~H. Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).~~

H. The Settlement Administrator shall establish and maintain a settlement website through the final distribution of settlement funds. The website will include copies of the Notice of Class and PAGA Action Settlement, this Settlement Agreement, the motion for preliminary approval, the motion for final approval, the Court's orders granting preliminary and final approval, the Judgment, and such other key case documents as the Parties may agree or the Court may order.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

C. Entering judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise indirectly or directly disclose or publicize the terms or contents of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

14. **No Publicity**. Prior to preliminary approval, Class Counsel shall not publicize the settlement on its website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receive an inquiry about the settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in this settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendant:	Julie A. Vogelzang of Schor Vogelzang & Chung LLP 2170 Fourth Avenue, San Diego, CA 92101 julie@svclegal.com

16. **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.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. 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 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

ALICIA ESQUIVEL GERLETTE

Dated: ___________________ ____

Alicia Esquivel Gerlette, Plaintiff

ALTMAN SPECIALTY PLANTS, LLC

Dated: ___________________ ____

By: ________________________

Its: ________________________

APPROVED AS TO FORM:

Dated: ____________________ **HAINES LAW GROUP, APC**

By: _____________________________________

Paul K. Haines

Fletcher W. Schmidt

Andrew J. Rowbotham

Attorneys for Plaintiff

Dated: ____________________ **SCHOR VOGELZANG & CHUNG LLP**

By: _____________________________________

Julie A. Vogelzang

Attorneys for Defendant

EXHIBIT C

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Alicia Esquivel Gerlette ("Plaintiff" or "Class Representative"), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Altman Specialty Plants, LLC ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Julie Vogelzang of Schor Vogelzang & Chung LLP (collectively, "Defense Counsel").

On May 10, 2023, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court, titled Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC, Case No. 30-2023-01324651-CU-OE-CXC (the "Action"). On October 23, 2023, Plaintiff filed a First Amended Complaint in the Action, alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all lawful rest periods; (v) failed to timely pay all final wages due upon separation from employment; (vi) failed to reimburse all necessary business expenditures; (vii) failed to comply with California's Unfair Competition laws; and (viii) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA").

As a material term of this Settlement, the Parties acknowledge that Plaintiff submitted a written notice to the California Labor and Workforce Development Agency ("LWDA") on June 14, 2023 and an amended notice to the LWDA on March 10, 2025, and that on June 25, 2025 Plaintiff filed the operative Second Amended Class and Representative Action Complaint in the Action. The Second Amended Class and Representative Action Complaint adds allegations under the California Labor Code and applicable wage orders that Defendant failed to provide heat recovery periods, failed to issue accurate itemized wage statements, failed to maintain accurate records, failed to pay wages timely during employment, failed to pay temporary employees' wages, failed to pay agriculture employees at least twice per month, failed to correctly calculate rest period pay for piece rate employees, failed to pay at least the minimum wage, and failed to pay all required sick pay.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff**. Plaintiff, and each Settlement Class member who does not timely opt-out of the Settlement (except as to the PAGA claims specified below), shall fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") as follows:

A. **Release of Class Claims**. All Settlement Class members who do not timely opt out shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period ("Released Claims"). Released Claims under this paragraph shall include, but are not necessarily limited to, claims for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; (14) failure to pay all required sick pay; (15) as well as any and all damages, restitution, disgorgement, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. Released Claims do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Action or outside the Class Period.

B. **Release of PAGA Claims.** It is understood and acknowledged that all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period") shall be referred to as the "PAGA Aggrieved Employees" and will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement. All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff's LWDA letter dated June 14, 2023 and Plaintiff's amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the "PAGA

Released Claims"). PAGA Released Claims include, but are not necessarily limited to, penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; and (14) failure to pay all required sick pay.

C. In light of Plaintiff's Class Representative Enhancement Award, Plaintiff agrees to a general release, as an individual and in addition to the Released Claims described above, of any and all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

> **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.**

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement and Releases shall become effective on the date upon which Defendant fully funds the Maximum Settlement Amount.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.

B. The Maximum Settlement Amount shall be paid by Defendant thirty (30) calendar days after the Court signs and makes accessible to Defendant (whether via mailed notice or electronically on the Court's docket) an order granting final approval of the Settlement Agreement. The Maximum Settlement Amount shall be deposited with the Settlement Administrator and held in an established, interest-bearing Qualified Settlement Fund ("QSF").

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class members;

(2) All costs of the Settlement Administrator which are not to exceed $34,500.00;

(3) Up to $10,000.00 for Plaintiff's Class Representative Enhancement Award in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

(4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at $166,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than $30,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and

(5) Fifty Thousand Dollars and Zero Cents ($50,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or $37,500.00, will be payable to the LWDA, and the remaining 25%, or $12,500.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.

D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.

E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

F. **Escalator Clause.** Defendant represents that as of the date of mediation, there were an estimated 12,395 aggregate workweeks worked by the approximately 246 Settlement Class members, and 162,478 aggregate pay periods worked by the approximately 5,090 PAGA Aggrieved Employees, through the date of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members from May 10, 2019 through the date of mediation exceeds 10% of 12,395 workweeks (i.e., exceeds 13,634 workweeks) and/or the actual number of aggregate pay periods worked by the PAGA Aggrieved Employees between June 14, 2022 through the date of mediation exceeds 10% of 162,478 pay periods (i.e., exceeds 178,725 pay periods), then the Maximum Settlement Amount will be increased on a pro rata basis for each workweek above 13,634 workweeks and each pay period above 178,725.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. For purposes of calculating the Net Settlement Amount, the Maximum Settlement Amount will be reduced by the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Award, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

i. <u>PAGA Amount</u>: The $12,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

ii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

C. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.

D. The Settlement Administrator shall first distribute payments from the Maximum Settlement Amount to the Settlement Class, PAGA Aggrieved Employees, and the LWDA. Following this initial distribution, the Settlement Administrator shall issue payments for Plaintiff's Enhancement Award, settlement administration costs, attorneys' fees and litigation costs.

E. Each Individual Settlement Payment shall be allocated as twenty percent (20%) wages (subject to applicable withholdings), and eighty percent (80%) interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments. The Settlement Administrator will also issue IRS Forms 1099 to PAGA Aggrieved Employees for the portions of the PAGA Amount that they receive.

F. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transmitted by the Settlement Administrator, in the name of the participating Settlement Class member, to the State of California's Unclaimed Property Division. The Settlement Administrator shall perform a skip trace for any settlement checks returned as undeliverable and re-mail such checks to any updated address obtained, before transmitting any uncashed checks to the California Unclaimed Property Division.

G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be $166,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed $30,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued

an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for a Class Representative Enhancement Award in the amount of $10,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to $34,500.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for this Settlement;

B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden K. Khachadoorian of Haines Law Group, APC as Class Counsel;

C. Appointing Plaintiff Alicia Esquivel Gerlette as Class Representative for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within fifteen (15) court days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period ("Class Data"). To protect Settlement Class members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to Class Data to effect and perform under this Agreement.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as undeliverable on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional thirty (30) calendar days after the re-mailing date to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. <u>Requests for Exclusion.</u> Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion

Form, via mail, fax, or email, by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) be signed by the Settlement Class member; and (3) mailed and postmarked, faxed, or emailed by the Response Deadline to the Settlement Administrator at the address, fax number, or email address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form or the date it was emailed or faxed shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the Judgment. The Parties and their respective counsel each agree that they will not distribute to any Settlement Class member any documents, notices, or information regarding the Action or the settlement other than documents, notices, or information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Settlement Class member from opting out, unless a specific request is first made to them by the Settlement Class member.

iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the class action portion of the Settlement.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) , via mail, fax, or email, within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed and postmarked, faxed, or emailed to the Settlement Administrator by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

H. The Settlement Administrator shall establish and maintain a settlement website through the final distribution of settlement funds. The website will include copies of the Notice of Class and PAGA Action Settlement, this Settlement Agreement, the motion for preliminary approval, the motion for final approval, the Court's orders granting preliminary and final approval, the Judgment, and such other key case documents as the Parties may agree or the Court may order.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

C. Entering judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise indirectly or directly disclose or publicize the terms or contents of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

14. **No Publicity**. Prior to preliminary approval, Class Counsel shall not publicize the settlement on its website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receive an inquiry about the settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in this settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Julie A. Vogelzang of Schor Vogelzang & Chung LLP
2170 Fourth Avenue, San Diego, CA 92101
julie@svclegal.com

16. **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.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. 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 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

ALICIA ESQUIVEL GERLETTE

Dated: 12/25

Alicia Esquivel Gerlette

Alicia Esquivel Gerlette, Plaintiff

ALTMAN SPECIALTY PLANTS, LLC

Dated: ____________

By: ____________

Its: ____________

APPROVED AS TO FORM:

Dated: 12-17-2025

HAINES LAW GROUP, APC

By: ____________

Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

Dated: ____________

SCHOR VOGELZANG & CHUNG LLP

By: ____________

Julie A. Vogelzang
Attorneys for Defendant

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

ALICIA ESQUIVEL GERLETTE

Dated: ____________________

____
Alicia Esquivel Gerlette, Plaintiff

ALTMAN SPECIALTY PLANTS, LLC

Dated: 12/19/2025

Signed by:
Tex Prows
66674C07A0D64AA...

By: Tex Prows
Its: General Counsel - V.P. of Human Resources

APPROVED AS TO FORM:

Dated: ____________________

HAINES LAW GROUP, APC

By: ______________________________
Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

Dated: 12/19/25

SCHOR VOGELZANG & CHUNG LLP

By: ____________ for
Julie A. Vogelzang
Attorneys for Defendant

EXHIBIT D

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC
Orange County Superior Court
Case No.: 30-2023-01324651-CU-OE-CXC

To: All current and former non-exempt employees who worked for Altman Specialty Plants, LLC in California anytime between May 10, 2019 and February 28, 2025 and who did not sign an arbitration agreement containing a class action waiver.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC,* Orange County Superior Court Case No. 30-2023-01324651-CU-OE-CXC (the "Action"). **Because your rights may be affected by the Settlement, it is important that you read this Notice carefully**.

You may be entitled to money from this Settlement. Defendant Altman Specialty Plants, LLC's (hereinafter "Defendant") records show that you are or were employed by Altman Specialty Plants, LLC in California between May 10, 2019 and February 28, 2025 (the "Class Period"), and did not sign an arbitration agreement containing a class action waiver. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, ~~<<WEBSITE>>~~**www.Gerlette-v-AltmanSpecialty.phoenixcases.com**.

What is this case about?

Plaintiff Alicia Esquivel Gerlette ("Plaintiff") brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Defendant in California during the Class Period and who did not sign arbitration agreements. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

In the Action, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to authorize and permit all lawful rest periods and to provide required recovery periods; (6) failed to pay all required sick leave; (7) failed to maintain and produce accurate payroll and personnel records; (8) failed to pay all wages at least twice per month; (9) failed to timely pay all final wages due upon separation from employment; (10) failed to reimburse all necessary business expenditures; (11) failed to provide accurate itemized wage statements; (12) failed to correctly calculate rest period pay for piece rate employees; (13) failed to pay all wages timely during employment; (14) failed to pay temporary employees' wages; (15) failed to comply with California's Unfair Competition Law; and (16) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

The Action is brought as both a class action and a representative action under PAGA. PAGA allows employees to step into the shoes of state enforcement agencies to pursue civil penalties for Labor Code violations on behalf of the State of California. An "aggrieved employee" who has experienced at least one Labor Code violation may bring a representative claim under PAGA to seek penalties for all violations committed by the employer. Seventy-five percent

(75%) of the penalties recovered are paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) is distributed among all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 ("PAGA Aggrieved Employees").

Defendant denies all wrongdoing and maintains that it has complied with all applicable laws. Defendant also denies owing any wages, restitution, penalties, damages, or other relief to members of the Settlement Class. The Settlement is a negotiated compromise of disputed claims and is not to be construed as an admission of liability by Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interest to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiff and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class:	Attorneys for Defendant:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Andrew J. Rowbotham arowbotham@haineslawgroup.com Aden M. Khachadoorian akhachadoorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	**SCHOR VOGELZANG~~E~~ & CHUNG LLP** Julie A. Vogelzang (SBN 174411) Lisa Hird Chung (SBN 246766) Christoph M. Diecke (SBN 239177) 2170 Fourth Avenue San Diego, CA 92101 Tel: (619) 906-2400 Fax: (619) 906-2401 Email: julie@svclegal.com lisa@svclegal.com chris@svclegal.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the Class Period and who did not sign an arbitration agreement containing a class action waiver. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $500,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative's Enhancement Award.

The Settlement is non-reversionary. No portion of the $500,000.00 Maximum Settlement Amount will return to Defendant. Any amounts that the Court does not award for attorneys' fees, litigation costs, the Class Representative Enhancement Award, or settlement administration costs will remain in the Net Settlement Amount for distribution to Settlement Class Members.

Defendant will fund the settlement by depositing the Maximum Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the ~~Effective Date. The Effective Date is defined as the date upon which the~~ Court signs and makes accessible to Defendant an order granting final approval of the Settlement Agreement.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at $166,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $30,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $34,500.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Award. Class Counsel will ask the Court to award the Class Representative an Enhancement Award of $10,000.00, to compensate her for her service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate $50,000.00 towards the Settlement of the PAGA claims in the Action. $37,500.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining $12,500.00 will be allocated to PAGA Aggrieved Employees as the "PAGA Amount" as described below.

Calculation of Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class Members will be calculated as follows:

(i) The NSA, which is estimated to be $____ but subject to the Court's final order, will be allocated among Settlement Class Members based on the number of workweeks each Settlement Class Member worked as a non-exempt employee during the Class Period. The Individual Settlement Payment will be calculated by multiplying the NSA by a fraction, the numerator of which is the individual's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the Class Period.

(ii) PAGA Amount. $12,500.00 of the Maximum Settlement Amount is designated as the "PAGA Amount." Each PAGA Aggrieved Employee will receive a share of the PAGA Amount in proportion to the number of pay periods worked between June 14, 2022 and February 28, 2025 (the

"PAGA Period"). Each individual's share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of pay periods worked by that individual during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

The average Individual Settlement Payment to Settlement Class ~~members~~Members is estimated at <<AVERAGE PAYMENT>>. The lowest Individual Settlement Payment to a Settlement Class ~~member~~Member is estimated at <<LOWEST PAYMENT>>. The highest Individual Settlement Payment to a Settlement Class ~~member~~Member is estimated at <<HIGHEST PAYMENT>>.

Payments from the Maximum Settlement Amount will first be distributed by the Settlement Administrator to the Settlement Class Members, PAGA Aggrieved Employees, and the LWDA. Following this initial distribution, the Settlement Administrator shall issue payments for the Class Representative Enhancement Award, settlement administration costs, and to Class Counsel for court-approved attorneys' fees and costs.

Allocation and Taxes. For tax purposes, ~~each Settlement Payment shall be allocated as follows:~~ any payment made from the PAGA Amount ~~shall~~will be treated as 100% penalties. Any payment made from the NSA ~~shall~~will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The Settlement Administrator will be responsible for issuing ~~participating Settlement Class members~~ IRS Forms W-2 for the amounts allocated as ~~"~~wages~~"~~ and IRS Forms 1099 for the amounts allocated as penalties and interest~~.~~, to participating Settlement Class members and to PAGA Aggrieved Employees who receive PAGA payments. Settlement Class members are responsible for the proper income tax treatment of ~~the~~their Individual Settlement Payment. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. ~~Accordingly,~~ Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of any payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Maximum Settlement Amount.

Release. Plaintiff and every member of the Settlement Class (except those who opt-out), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period ("Released Claims").

All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff's LWDA letter dated June 14, 2023 and Plaintiff's amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims").

These Releases shall not be effective until the date upon which Defendant fully funds the Maximum Settlement Amount.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

After the Court grants final approval and Defendant funds the Settlement, the Settlement Administrator will mail your settlement check. You will have one hundred eighty (180) days from the date your check is mailed to cash it. Any check that is not cashed within one hundred eighty (180) days will be sent, in your name, to the State of California's Unclaimed Property Division.

What other options do I have?

Disputing Information in Notice. Your estimated Individual Settlement Payment is listed in the enclosed Dispute Form. It is based on Defendant's records reflecting the number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period. That underlying information is included in the Dispute Form. If you believe any of it is incorrect, you may submit a written dispute, either separately or using the Dispute Form, along with any supporting documents. Do not send originals; documents will not be returned.

Your dispute must be mailed and postmarked, faxed, or emailed to the Settlement Administrator~~ and postmarked~~ no later than <<RESPONSE DEADLINE>>. The Settlement Administrator may contact you for clarification and will consult with both parties to determine whether an adjustment is appropriate. If no agreement is reached, the ~~Settlement Administrator~~Parties will ~~make~~submit your dispute to the Court for a final and binding decision regarding your eligibility and payment amount.

Exclude Yourself from the Settlement. If you do not wish to participate in the class portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, and telephone number; the last 4 digits of your Social Security Number; and your signature, and must be mailed and postmarked, faxed, or emailed no later than <<RESPONSE DEADLINE>>. A copy of the Request for Exclusion Form is included with this Notice.

Mail, fax, or email the completed form to the Settlement Administrator at: <<INSERT ADMINISTRATOR CONTACT INFO>>.

If you submit a valid and timely Request for Exclusion, you will not be a member of the Settlement Class and will not receive an Individual Settlement Payment. However, you cannot opt out of the PAGA portion of the Settlement. You will still receive a share of the PAGA Amount and will be bound by the PAGA release, even if you do not cash your settlement check.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself, you may object to the class portion of the Settlement. However, you may not object to the PAGA portion. If the Court overrules your objection, you will still be bound by the Settlement.

To object, you must submit a written objection or the enclosed Objection Form to the Settlement Administrator via mail, fax, or email, at <<INSERT ADMINISTRATOR CONTACT INFO~~>>,~~>>. Your Objection Form must be mailed and postmarked, faxed, or emailed no later than <<RESPONSE DEADLINE>>.

Your objection must include: (1) your name and address; (2) the case name and number (*Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Case No. 30-2023-01324651-CU-OE-CXC); (3) a detailed explanation of the reasons for your objection; and (4) if represented by an attorney, your attorney's name and contact information.

You may also include supporting documents or evidence.

You may also appear at the Final Approval Hearing, regardless of whether you submitted a written objection to the Settlement Administrator, currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>>, in

Department ~~CX103~~CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department ~~CX103~~CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Award. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, but you may do so if you wish.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also view the case file online at www.occourts.org by going to the "Online Services" tab, selecting "Case Access," selecting "Civil Case & Document Access," and entering the case number information (Case Number: 01324651, Year Filed 2023).

This case is assigned to Department ~~CX103~~CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Settlement Agreement is attached as Exhibit C to the Declaration of Andrew J. Rowbotham filed concurrently with the Supplemental Brief on December 22, 2025. ~~The Settlement Agreement is attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham In Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION FILING DATE>>.~~ You may call the Administrator at PHONE or write to Gerlette ~~vs~~v. Altman Specialty Plants, LLC, c/o Phoenix Settlement Administrators, **<<INSERT ADMINISTRATOR CONTACT INFO~~>>~~>>.** You may access this notice and key case documents, including the Settlement, via the Settlement Administrator's website, www.Gerlette-v-AltmanSpecialty.phoenixcases.com.

You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

EXHIBIT E

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC
Orange County Superior Court
Case No.: 30-2023-01324651-CU-OE-CXC

To: All current and former non-exempt employees who worked for Altman Specialty Plants, LLC in California anytime between May 10, 2019 and February 28, 2025 and who did not sign an arbitration agreement containing a class action waiver.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC,* Orange County Superior Court Case No. 30-2023-01324651-CU-OE-CXC (the "Action"). **Because your rights may be affected by the Settlement, it is important that you read this Notice carefully**.

You may be entitled to money from this Settlement. Defendant Altman Specialty Plants, LLC's (hereinafter "Defendant") records show that you are or were employed by Altman Specialty Plants, LLC in California between May 10, 2019 and February 28, 2025 (the "Class Period"), and did not sign an arbitration agreement containing a class action waiver. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, **www.Gerlette-v-AltmanSpecialty.phoenixcases.com**.

What is this case about?

Plaintiff Alicia Esquivel Gerlette ("Plaintiff") brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Defendant in California during the Class Period and who did not sign arbitration agreements. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

In the Action, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to authorize and permit all lawful rest periods and to provide required recovery periods; (6) failed to pay all required sick leave; (7) failed to maintain and produce accurate payroll and personnel records; (8) failed to pay all wages at least twice per month; (9) failed to timely pay all final wages due upon separation from employment; (10) failed to reimburse all necessary business expenditures; (11) failed to provide accurate itemized wage statements; (12) failed to correctly calculate rest period pay for piece rate employees; (13) failed to pay all wages timely during employment; (14) failed to pay temporary employees' wages; (15) failed to comply with California's Unfair Competition Law; and (16) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

The Action is brought as both a class action and a representative action under PAGA. PAGA allows employees to step into the shoes of state enforcement agencies to pursue civil penalties for Labor Code violations on behalf of the State of California. An "aggrieved employee" who has experienced at least one Labor Code violation may bring a representative claim under PAGA to seek penalties for all violations committed by the employer. Seventy-five percent

(75%) of the penalties recovered are paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) is distributed among all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 ("PAGA Aggrieved Employees").

Defendant denies all wrongdoing and maintains that it has complied with all applicable laws. Defendant also denies owing any wages, restitution, penalties, damages, or other relief to members of the Settlement Class. The Settlement is a negotiated compromise of disputed claims and is not to be construed as an admission of liability by Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interest to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiff and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class:	Attorneys for Defendant:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Andrew J. Rowbotham arowbotham@haineslawgroup.com Aden M. Khachadoorian akhachadoorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	**SCHOR VOGELZANG & CHUNG LLP** Julie A. Vogelzang (SBN 174411) Lisa Hird Chung (SBN 246766) Christoph M. Diecke (SBN 239177) 2170 Fourth Avenue San Diego, CA 92101 Tel: (619) 906-2400 Fax: (619) 906-2401 Email: julie@svclegal.com lisa@svclegal.com chris@svclegal.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the Class Period and who did not sign an arbitration agreement containing a class action waiver. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $500,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative's Enhancement Award.

The Settlement is non-reversionary. No portion of the $500,000.00 Maximum Settlement Amount will return to Defendant. Any amounts that the Court does not award for attorneys' fees, litigation costs, the Class Representative Enhancement Award, or settlement administration costs will remain in the Net Settlement Amount for distribution to Settlement Class Members.

Defendant will fund the settlement by depositing the Maximum Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Court signs and makes accessible to Defendant an order granting final approval of the Settlement Agreement.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at $166,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $30,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $34,500.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Award. Class Counsel will ask the Court to award the Class Representative an Enhancement Award of $10,000.00, to compensate her for her service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate $50,000.00 towards the Settlement of the PAGA claims in the Action. $37,500.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining $12,500.00 will be allocated to PAGA Aggrieved Employees as the "PAGA Amount" as described below.

Calculation of Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class Members will be calculated as follows:

(i) The NSA, which is estimated to be $____ but subject to the Court's final order, will be allocated among Settlement Class Members based on the number of workweeks each Settlement Class Member worked as a non-exempt employee during the Class Period. The Individual Settlement Payment will be calculated by multiplying the NSA by a fraction, the numerator of which is the individual's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the Class Period.

(ii) PAGA Amount. $12,500.00 of the Maximum Settlement Amount is designated as the "PAGA Amount." Each PAGA Aggrieved Employee will receive a share of the PAGA Amount in proportion to the number of pay periods worked between June 14, 2022 and February 28, 2025 (the

"PAGA Period"). Each individual's share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of pay periods worked by that individual during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

The average Individual Settlement Payment to Settlement Class Members is estimated at <<AVERAGE PAYMENT>>. The lowest Individual Settlement Payment to a Settlement Class Member is estimated at <<LOWEST PAYMENT>>. The highest Individual Settlement Payment to a Settlement Class Member is estimated at <<HIGHEST PAYMENT>>.

Payments from the Maximum Settlement Amount will first be distributed by the Settlement Administrator to the Settlement Class Members, PAGA Aggrieved Employees, and the LWDA. Following this initial distribution, the Settlement Administrator shall issue payments for the Class Representative Enhancement Award, settlement administration costs, and to Class Counsel for court-approved attorneys' fees and costs.

Allocation and Taxes. For tax purposes, any payment made from the PAGA Amount will be treated as 100% penalties. Any payment made from the NSA will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The Settlement Administrator will be responsible for issuing IRS Forms W-2 for the amounts allocated as wages and IRS Forms 1099 for the amounts allocated as penalties and interest, to participating Settlement Class members and to PAGA Aggrieved Employees who receive PAGA payments. Settlement Class members are responsible for the proper income tax treatment of their Individual Settlement Payment. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of any payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Maximum Settlement Amount.

Release. Plaintiff and every member of the Settlement Class (except those who opt-out), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the "Released Parties") from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period ("Released Claims").

All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff's LWDA letter dated June 14, 2023 and Plaintiff's amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims").

These Releases shall not be effective until the date upon which Defendant fully funds the Maximum Settlement Amount.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

After the Court grants final approval and Defendant funds the Settlement, the Settlement Administrator will mail your settlement check. You will have one hundred eighty (180) days from the date your check is mailed to cash it. Any check that is not cashed within one hundred eighty (180) days will be sent, in your name, to the State of California's Unclaimed Property Division.

What other options do I have?

Disputing Information in Notice. Your estimated Individual Settlement Payment is listed in the enclosed Dispute Form. It is based on Defendant's records reflecting the number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period. That underlying information is included in the Dispute Form. If you believe any of it is incorrect, you may submit a written dispute, either separately or using the Dispute Form, along with any supporting documents. Do not send originals; documents will not be returned.

Your dispute must be mailed and postmarked, faxed, or emailed to the Settlement Administrator no later than <<RESPONSE DEADLINE>>. The Settlement Administrator may contact you for clarification and will consult with both parties to determine whether an adjustment is appropriate. If no agreement is reached, the Parties will submit your dispute to the Court for a final and binding decision regarding your eligibility and payment amount.

Exclude Yourself from the Settlement. If you do not wish to participate in the class portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, and telephone number; the last 4 digits of your Social Security Number; and your signature, and must be mailed and postmarked, faxed, or emailed no later than <<RESPONSE DEADLINE>>. A copy of the Request for Exclusion Form is included with this Notice.

Mail, fax, or email the completed form to the Settlement Administrator at: <<INSERT ADMINISTRATOR CONTACT INFO>>.

If you submit a valid and timely Request for Exclusion, you will not be a member of the Settlement Class and will not receive an Individual Settlement Payment. However, you cannot opt out of the PAGA portion of the Settlement. You will still receive a share of the PAGA Amount and will be bound by the PAGA release, even if you do not cash your settlement check.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself, you may object to the class portion of the Settlement. However, you may not object to the PAGA portion. If the Court overrules your objection, you will still be bound by the Settlement.

To object, you must submit a written objection or the enclosed Objection Form to the Settlement Administrator via mail, fax, or email, at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your Objection Form must be mailed and postmarked, faxed, or emailed no later than <<RESPONSE DEADLINE>>.

Your objection must include: (1) your name and address; (2) the case name and number (*Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Case No. 30-2023-01324651-CU-OE-CXC); (3) a detailed explanation of the reasons for your objection; and (4) if represented by an attorney, your attorney's name and contact information.

You may also include supporting documents or evidence.

You may also appear at the Final Approval Hearing, regardless of whether you submitted a written objection to the Settlement Administrator, currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>>, in

Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Award. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, but you may do so if you wish.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also view the case file online at www.occourts.org by going to the "Online Services" tab, selecting "Case Access," selecting "Civil Case & Document Access," and entering the case number information (Case Number: 01324651, Year Filed 2023).

This case is assigned to Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Settlement Agreement is attached as Exhibit C to the Declaration of Andrew J. Rowbotham filed concurrently with the Supplemental Brief on December 22, 2025. You may call the Administrator at PHONE or write to Gerlette v. Altman Specialty Plants, LLC, c/o Phoenix Settlement Administrators, **<<INSERT ADMINISTRATOR CONTACT INFO>>**. You may access this notice and key case documents, including the Settlement, via the Settlement Administrator's website, www.Gerlette-v-AltmanSpecialty.phoenixcases.com.

You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

EXHIBIT F

~~**HAINES LAW GROUP, APC**~~
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~~*Attorneys for Plaintiff*~~

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ALICIA ESQUIVEL GERLETTE, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

ALTMAN SPECIALTY PLANTS, LLC, a California Limited Liability Company; and DOES 1 through 100,

Defendants.

Case No. 30-2023-01324651-CU-OE-CXC

[*Case assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*]

AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: ~~November 13, 2025~~January 15, 2026
Time: 2:00 p.m.
Dept.: CX102

Action Filed: May 10, 2023
Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff Alicia Esquivel Gerlette ("Plaintiff") for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on ~~November 13, 2025~~January 15, 2026, at 2:00 p.m. The Court, having considered Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the ~~proposed Joint~~ Stipulation of Settlement ("Settlement Agreement" or "Settlement") entered into between Plaintiff and Defendant Altman Specialty Plants, LLC ("Defendant"), attached as Exhibit ~~A~~C to the Declaration of Andrew J. Rowbotham filed concurrently with the ~~Motion;~~Supplemental Brief (ROA # 127); having considered the revised Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), attached as Exhibit E to the Declaration of Andrew J. Rowbotham filed concurrently with the Supplemental Brief (ROA # 127); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm's-length negotiations conducted after Plaintiff and/or Plaintiff's counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the Settlement

is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. The Court preliminarily approves of the amounts proposed to be allocated from the Maximum Settlement amount to attorneys' fees ($166,666.67), litigation costs (no greater than $30,000.00), Class Representative Enhancement Award (up to $10,000.00), settlement administration costs (not to exceed $34,500.00), and PAGA penalties ($37,500.00 to the LWDA and $12,500.00 to the PAGA Aggrieved Employees).

~~3.~~4. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver~~)~~.

5. For purposes of the Settlement, the Court preliminarily approves of the following definition of the PAGA Aggrieved Employees:

> All current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period").

~~4.~~6. For purposes of the Settlement, the Court designates named Plaintiff Alicia Esquivel Gerlette as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden M. Khachadoorian of Haines Law Group, APC, as Class Counsel.

~~5.~~7. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator for mailing notices.

~~6.~~8. The Court approves, as to form and content, the revised Class Notice ~~of Proposed Class Action Settlement ("Class Notice")~~ attached as Exhibit ~~B~~E to the Declaration of Andrew J. Rowbotham filed concurrently with Plaintiff's ~~Motion.~~Supplemental Brief (ROA # 127).

~~7.~~9. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

~~8.~~10. The Court further approves the procedures for Settlement Class members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

~~9.~~11. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

~~10.~~12. The Court directs the Settlement Administrator to mail the Class Notice to the Settlement Class members in English and Spanish, in accordance with the terms of the Settlement.

~~11.~~13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement, and an additional 30 calendar days in the event the Class Notice is re-mailed.

~~12.~~14. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on ~~______________________,~~June 11, 2026, at ~~__________ a.m. /~~2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement~~.~~ pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

~~13.~~15. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

~~14.~~16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for an enhancement award, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs at least sixteen (16) court days prior to the Final Approval Hearing ~~according to the time limits set by the Code of Civil Procedure and the California Rules of Court~~.

~~15.~~17. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on ~~November 13, 2025~~January 15, 2026):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than~~:~~ (15 court days after approval):	~~November 28, 2025~~February 6, 2026
Settlement Administrator to mail the Class Notice to the Settlement Class members no later than~~:~~ (10 business days of receipt of class information):	~~December 8, 2025~~February 24, 2026
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement~~:~~ (60 calendar days after mailing):	~~February 6~~April 27, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class and PAGA Action Settlement:	~~At least 16 court days prior to Final Approval Hearing~~May 19, 2026
Final Approval Hearing	~~☐ March 26~~June 11, 2026 at ___ ~~a.m./~~2:00 p.m. ~~☐ ________________ at ______ a.m./p.m.~~

~~16.~~18. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

~~17.~~19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

~~18.~~20. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: _______________

____
Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT G

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ALICIA ESQUIVEL GERLETTE, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ALTMAN SPECIALTY PLANTS, LLC, a California Limited Liability Company; and DOES 1 through 100, Defendants.	Case No. 30-2023-01324651-CU-OE-CXC [*Case assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*] **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: January 15, 2026 Time: 2:00 p.m. Dept.: CX102 Action Filed: May 10, 2023 Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff Alicia Esquivel Gerlette ("Plaintiff") for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on January 15, 2026, at 2:00 p.m. The Court, having considered Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the Stipulation of Settlement ("Settlement Agreement" or "Settlement") entered into between Plaintiff and Defendant Altman Specialty Plants, LLC ("Defendant"), attached as Exhibit C to the Declaration of Andrew J. Rowbotham filed concurrently with the Supplemental Brief (ROA # 127); having considered the revised Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), attached as Exhibit E to the Declaration of Andrew J. Rowbotham filed concurrently with the Supplemental Brief (ROA # 127); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm's-length negotiations conducted after Plaintiff and/or Plaintiff's counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the Settlement

is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. The Court preliminarily approves of the amounts proposed to be allocated from the Maximum Settlement amount to attorneys' fees ($166,666.67), litigation costs (no greater than $30,000.00), Class Representative Enhancement Award (up to $10,000.00), settlement administration costs (not to exceed $34,500.00), and PAGA penalties ($37,500.00 to the LWDA and $12,500.00 to the PAGA Aggrieved Employees).

4. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

> All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver.

5. For purposes of the Settlement, the Court preliminarily approves of the following definition of the PAGA Aggrieved Employees:

> All current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period").

6. For purposes of the Settlement, the Court designates named Plaintiff Alicia Esquivel Gerlette as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden M. Khachadoorian of Haines Law Group, APC, as Class Counsel.

7. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator for mailing notices.

8. The Court approves, as to form and content, the revised Class Notice attached as Exhibit E to the Declaration of Andrew J. Rowbotham filed concurrently with Plaintiff's Supplemental Brief (ROA # 127).

9. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

10. The Court further approves the procedures for Settlement Class members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

11. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

12. The Court directs the Settlement Administrator to mail the Class Notice to the Settlement Class members in English and Spanish, in accordance with the terms of the Settlement.

13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement, and an additional 30 calendar days in the event the Class Notice is re-mailed.

14. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on June 11, 2026, at 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

15. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b)

whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for an enhancement award, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs at least sixteen (16) court days prior to the Final Approval Hearing .

17. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on January 15, 2026):

Event	**Date**
Defendant to provide class contact information to Settlement Administrator no later than (15 court days after approval):	February 6, 2026
Settlement Administrator to mail the Class Notice to the Settlement Class members no later than (10 business days of receipt of class information):	February 24, 2026
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement (60 calendar days after mailing):	April 27, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class and PAGA Action Settlement:	May 19, 2026
Final Approval Hearing	June 11, 2026 at 2:00 p.m.

18. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

20. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: ________________

____
Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT H