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Attorneys for Plaintiff KEITH O'SHEA, on behalf of himself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

KEITH O'SHEA on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

VECTOR LABORATORIES, INC.; and
DOES 1-100,

Defendants.

Case No. 23CV035196

*[Assigned for All Purposes to the
Honorable Michael Markman; Dept. 23]*

**DECLARATION OF JILL VECCHI,
ESQ., IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: November 12, 2025

Time: 1:30 p.m.

Reservation ID: 229874284439

Complaint Filed: June 6, 2023

Trial Date: None Set

1 I, JILL VECCHI, declare as follows:

- 2 1. I am a partner at Mara Law Firm, PC and counsel of record for Plaintiff and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California.
4 The following facts are within my personal knowledge and, if called to testify, I could and
5 would competently testify thereto.
- 6 2. I reviewed the Court's tentative ruling on Plaintiff's Motion for Preliminary Approval.
- 7 3. Based upon the Court's tentative ruling, the Parties have entered into an Addendum to Joint
8 Stipulation and Settlement Agreement ("Addendum"). A redlined version of the portions
9 of the settlement agreement that have been revised are attached as **Exhibit 1**.
- 10 4. In addition, the Parties revised the Notice of Class Action Settlement ("Class Notice"). A
11 redlined version of the Class Notice is attached as **Exhibit 2**.
- 12 5. The Parties also revised the proposed order. A redlined version of the proposed order is
13 attached hereto as **Exhibit 3**. A clean version is being filed in conjunction with this
14 declaration.
- 15 6. A clean version of the Addendum is attached hereto as **Exhibit 4**. A fully executed copy is
16 forthcoming. The revised Class Notice is attached to the Addendum as **Exhibit A**.
- 17 7. This declaration is being uploaded to the LWDA at the same time it is being filed with the
18 Court. A confirmation of this upload is attached as **Exhibit 5**.

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

21
22 Date: October 31, 2025

MARA LAW FIRM, PC

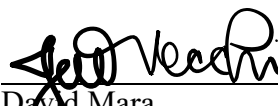
23
24 By: 
25 David Mara
26 Jill Vecchi
27 Attorneys for Plaintiff KEITH O'SHEA
28

Exhibit 1

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is made between Plaintiff Keith O'Shea on behalf of himself and the Class ("Plaintiff") and Defendant Vector Laboratories, Inc. ("Defendant") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

A. Section I, Paragraph 45 entitled "Released PAGA Claims" shall be amended to read as follows:

45. **Released Claims:** The LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004 that were or could have been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA Period, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The scope of the Released PAGA Claims shall also include claims for penalties under Labor Code section 558. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Keith O'Shea, and is limited to civil penalties recoverable under Labor Code section 2699.

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Deleted: California Labor Code and the

B. Section III, Paragraph 83.4 entitled "Objections to Settlement" shall be amended to read as follows:

83.4 **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the settlement can do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline or can do so by appearing at the Final Approval Hearing. The timeframe to submit a written objection will not be increased for returned mailings.

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83.4.1 **Format.** Any written Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and

concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

83.4.2 Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

C. Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with Exhibit A attached hereto.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: _____

Keith O'Shea

DATED: _____

By: Lisa Sellers, CEO
Vector Laboratories, Inc.

DATED: _____

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiff
Keith O'Shea

DATED: _____

Joanna E. MacMillan, Esq.
Nicolas Tomas, Esq.
CONSTANGY, BROOKS
SMITH & PROPHETE, LLP
Counsel for Defendant
Vector Laboratories, Inc.

Exhibit 2

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Keith O'Shea, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v.
Vector Laboratories, Inc., Defendant
Case No. 23CV035196 (the "Class Action") and Case No. 23CV049223 (the "PAGA Action") (collectively
"Complaints")

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All hourly, non-exempt employees (a) who are or were employed by Vector Laboratories, Inc. ("Defendant" or "Vector") in California at any time from June 6, 2019 through [the end of the Class Period] (this time period is referred to as the "Class Period"); and (b) and who did not already release all of their claims against Defendant during the Class Period.

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be \$INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be \$INSERT.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked INSERT workweeks** during the Class Period (the Class Period is June 6, 2019 through [the end of the Class Period]) for which you did not already sign a release releasing your claims against Defendant and **you worked INSERT pay periods** during the PAGA Period (the PAGA Period is June 6, 2022, through [the end of the PAGA Period]).

If no amount is stated for your Individual PAGA Settlement Share, then according to Defendant's records you are not eligible for an Individual PAGA Settlement Share under the Settlement because you didn't work any pay periods during the PAGA Period. If no amount is stated for your Individual Class Settlement Share, then according to Defendant's records are you not eligible for an Individual Class Settlement Share under the Settlement because you already released your claims against Defendant for the Class Period. If you only released claims for a portion of the Class Period, you will still receive an Individual Class Settlement Share based upon the number of workweeks you worked for Defendant after the date of the release you signed.

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1. Why Have I Received This Notice?

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from June 6, 2019 through **[the end of the Class Period]** (this time period is referred to as the "Class Period"). If you worked for Defendant at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **October 14, 2025, at 10:00 a.m.**, in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. What Is This Case About?

On June 6, 2023, Plaintiff Keith O'Shea filed a Class Action Complaint in Alameda County Superior Court against Defendant asserting the following causes of action: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition. This case was designated with Case Number 23CV035196.

On June 6, 2023, Plaintiff Keith O'Shea provided timely written notice to Defendant and the LWDA of his claim for PAGA penalties by sending a PAGA Notice. On October 30, 2023, Plaintiff filed a PAGA Complaint in the Alameda County Superior Court against Defendant asserting the following causes of action: (1) Violation of the PAGA for Failure to Pay Straight time Wages; (2) Violation of the PAGA for Failure to Pay All Overtime Wages; (3) Violation of the PAGA for Failure to Provide Meal Periods; (4) Violation of the PAGA for Failure to Provide Rest Periods; (5) Violation of the PAGA for Failure to Pay Wages Due at Termination of Employment; (6) Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements; (7) Violation of the PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available; and (8) Violation of the PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties. This case was designated with Case Number 23CV049223.

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Questions? Call the Settlement Administrator toll free at **[INSERT]** or visit [www.\[INSERT\].com](http://www.[INSERT].com)

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or it they violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member? Am I An Aggrieved Employee?

You are a Class Member if you are or were an hourly, non-exempt employee (a) who is or was employed by Defendant in California at any time from June 6, 2019 through [the end of the Class Period]; and (b) and who did not already release all of your claims against Defendant during the Class Period.

You are an Aggrieved Employee if you are or were an hourly, non-exempt employee who worked for Defendant in California at any time from June 6, 2022 through [the end of the PAGA Period].

4. How Does This Class Action Settlement Work?

Plaintiff brought this Action on behalf of himself and all other similarly situated individuals who worked for Defendant as hourly, non-exempt employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On [date of ruling on preliminary approval], the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2025 at [time a.m./p.m.], in Department 18 before Judge Patrick McKinney, located at 1221 Oak Street, Oakland, California 94612. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Vector
MARA LAW FIRM, PC David Mara Email: dmara@maralawfirm.com Jill Vecchi Email: jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	CONSTANGY, BROOKS, SMITH & PROPHETE, LLP Joanna E. MacMillan, Esq. Eric W. Witt, Esq. Nicolas W. Tomas, Esq. 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Telephone: (310) 909-7775

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Questions? Call the Settlement Administrator toll free at [INSERT] or visit www.[INSERT].com

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Deleted: Michael Markman

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS	
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Colette Mahon Email: cmahon@lfecr.com 3500 West Olive Avenue, Third Floor Burbank, California 91505 Telephone: (323) 486-5101	
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The Court has decided that Mara Law Firm, PC; and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and the last four digits of your social security number or your employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [INSERT]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [\[the Response Deadline\]](#) or by appearing at the Final Fairness Hearing. [If you submit a written objection, your](#) objection must: (a) state your full name, address, and telephone number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Class Members may [also submit an objection by](#) appearing at the Final Approval Hearing, either in person or through the objector’s own counsel.

If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims: The Participating Class Members shall release Defendant and the Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged or that could have been reasonably alleged based on the facts pleaded in the operative Class Action Complaint during the Class Period, including, but not limited to, claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The Released Class Claims further includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, as well as any unpled causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any Participating Class Member.

¹ “Released Parties” mean (i) Defendant and (ii) each of Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing under Labor Code section 558.1 or otherwise.

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Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include: The LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004 that were or could have been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA Period, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The scope of the Released PAGA Claims shall also include claims for penalties under Labor Code section 558. [This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Keith O'Shea, and is limited to civil penalties recoverable under Labor Code section 2699.](#)

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10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$179,750 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000 for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$10,000 allocated to the PAGA claims; (4) payment to Class Counsel in an amount not to exceed \$59,916 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$45,000 for litigation costs; and (5) \$29,750 which has already been paid to employees and will be a credit to Defendant. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of work weeks worked by all Class Members during the Class Period for which Class Members did not already release their claims against Defendant; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members ("Work Week Value"); the Settlement Administrator shall then take the number of work weeks worked by each Class Member for which the Class Member did not already release their claims against Defendant and multiply it by the Work Week Value. As such, for Class Members who previously released claims against Defendant during the Class Period, the settlement calculation will be based on the number of workweeks worked after these Class Members signed the releases to the end of their employment in the Class Period or the end of the Class Period, whichever is earlier.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$7,500 (75% of the \$10,000 total PAGA Payment). The remaining \$2,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees (“Pay Period Value”); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of June 6, 2019 through [the end of the Class Period] for which you did not already sign a release releasing your claims against Defendant.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] pay periods during the period of June 6, 2022 through [the end of the PAGA Period].

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at [INSERT] no later than [RESPONSE DEADLINE] or mail documentation to the Settlement Administrator at [INSERT], that is postmarked no later than [RESPONSE DEADLINE]. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendant during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

One-third of each Individual Class Settlement Share is intended to settle each Class Member’s claims for unpaid wages (the “Wage Portion”). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant’s share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Two-thirds of the Individual Class Settlement Share is intended to settle each Class Member’s claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [INSERT]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall be tendered to a *cy pres* beneficiary, Legal Aid at Work.

11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$59,916) for attorney fees and \$45,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. *What do I do if I Need More Information or Have Questions?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [\[administrator website\]](#), a website maintained by the Settlement Administrator. Please refer to the Vector Laboratories Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 3

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

KEITH O'SHEA on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

VECTOR LABORATORIES, INC.; and
DOES 1-100,

Defendants.

Case No. 23CV035196

*[Assigned for all purposes to the
Honorable Michael Markman, Dept. 23]*

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFF KEITH O'SHEA'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: November 12, 2025
Time: 1:30 p.m.
Reservation ID: 229874284439

Complaint Filed: June 6, 2023
Trial Date: None Set

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1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Keith O’Shea has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with Joint Stipulation and
5 Settlement Agreement (the “Agreement”) and the Addendum to Joint Stipulation and Settlement
6 Agreement (the “Addendum”), which together with the exhibits annexed thereto, sets forth the
7 terms and conditions for a proposed settlement and entry of judgment upon the terms and
8 conditions set forth therein. The Court has read and considered the Memorandum of Points and
9 Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action
10 Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval
11 Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court
12 adopts all defined terms as set forth in the Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Addendum, and Plaintiff’s motion
15 for preliminary approval and the papers in support thereof, the Court hereby finds and orders as
16 follows:

17 1. The Agreement falls within the range of reasonableness meriting possible final
18 approval.

19 2. The certification of the Class solely for purposes of settlement is appropriate in that:
20 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
21 impracticable; (2) there are questions of law and fact common to the Class which predominate
22 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
23 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
24 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
25 is superior to other available methods for the fair and efficient adjudication of the controversy.

26 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
27 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
28 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
2 Representative, and his appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as
4 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The notice of proposed class action settlement attached as Exhibit A to the
7 Addendum complies with due process because the notice of proposed class action settlement is
8 reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the
9 terms of the proposed Agreement; and (iii) their rights, including the right to either participate in
10 the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff's
11 proposed plan for class notice and settlement administration is the best notice practicable under
12 the circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

16 1. The Court finds on a preliminary basis that the provisions of the Agreement and
17 Addendum are fair, just, reasonable, and adequate and, therefore, meet the requirements for
18 preliminary approval.

19 2. The following Class is conditionally certified for purposes of settlement only: All
20 hourly, non-exempt employees (a) who are or were employed by Defendant in California at any
21 time from June 6, 2019 through the date the Court grants Preliminary Approval (unless modified
22 by the Escalator Provision in the Agreement); and (b) and who did not already release all of their
23 claims against Defendant during the Class Period.

24 3. The Agreement provides for the following release as to Participating Class
25 Members,¹ which is hereby approved conditionally: "The Participating Class Members shall
26 release Defendant and the Released Parties from any and all claims, rights, demands, liabilities,

27
28 ¹ A Participating Class Members is a Class Member who did not submit a valid and timely request
to exclude themselves from the settlement.

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1 and causes of action, whether statutory, in tort, contract, or otherwise, alleged or that could have
2 been reasonably alleged based on the facts pleaded in the operative Class Action Complaint during
3 the Class Period, including, but not limited to, claims under the California Labor Code, California
4 Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, which
5 include but are not limited to: failure to pay wages (including minimum wages, overtime and
6 double time wages), failure to provide compliant meal periods and associated premium pay, failure
7 to provide compliant rest periods and associated premium pay, failure to provide compliant wage
8 statements, failure to timely pay wages upon termination of employment, failure to timely pay
9 wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to
10 provide business reimbursements and/or illegal deductions, and failure to maintain requisite
11 payroll records. The Released Class Claims further includes any claims, rights, demands,
12 liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs,
13 any other form of relief or remedy in law, equity, or whatever kind or nature, as well as any unpled
14 causes of action, that could potentially arise from the receipt of any monies as a result of this
15 Settlement by any Participating Class Member." The Class Period is June 6, 2019 through the date
16 the Court grants preliminary approval, unless modified by the Escalator Provision in the
17 Agreement.

18 4. This settlement also releases claims under the Private Attorneys General Act of
19 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: "All
20 non-exempt, hourly employees of Defendant in the State of California from June 6, 2022 through
21 the date the Court grants preliminary approval." Aggrieved Employees may not request to be
22 excluded from the PAGA portion of the settlement, including the Released PAGA Claims. All
23 Aggrieved Employees will receive a portion of the PAGA Payment.

24 5. The Agreement provides for the following release as to Aggrieved Employees,
25 which is hereby approved conditionally: "The LWDA shall release Defendant and the Released
26 Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004
27 that were or could have been reasonably alleged based on the facts pleaded the PAGA Notice
28 during the PAGA Period, which include but are not limited to: failure to pay wages (including

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1 minimum wages, overtime and double time wages), failure to provide compliant meal periods and
2 associated premium pay, failure to provide compliant rest periods and associated premium pay,
3 failure to provide compliant wage statements, failure to timely pay wages upon termination of
4 employment, failure to timely pay wages during employment, failure to adopt a compliant sick
5 pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and
6 failure to maintain requisite payroll records. The scope of the Released PAGA Claims shall also
7 include claims for penalties under Labor Code section 558. This release is made solely by the
8 California Labor and Workforce Development Agency through its proxy, Plaintiff Keith O'Shea,
9 and is limited to civil penalties recoverable under Labor Code section 2699." The PAGA Period
10 is June 6, 2022, through the date Court grants preliminary approval, unless modified by the
11 Escalator Provision in the Agreement.

12 6. The settlement appears to be fair, adequate and reasonable to the Class. The
13 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
14 only to any objections that may be raised at the final approval hearing and final approval by this
15 Court.

16 7. Plaintiff Keith O' Shea is conditionally approved as the Class Representative for
17 the Class.

18 8. The Court acknowledges the request for an incentive payment of \$10,000 to
19 Plaintiff Keith O'Shea his service as class representative which will be decided at the time of Final
20 Approval.

21 9. Mara Law Firm, PC; and Lawyers for Employee and Consumer Rights are
22 conditionally approved as Class Counsel for the Class.

23 10. The Court acknowledges the request for awards of up to \$59,916 in attorneys' fees
24 and up to \$45,000 in actual costs payable to Class Counsel which will be decided at the time of
25 Final Approval.

26 11. A final approval hearing on the question of whether the settlement, attorneys' fees
27 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
28 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 18 on

the date and time set forth in the Implementation Schedule below.

12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

13. The proposed payment of up to \$7,500 in costs to ILYM Group, Inc. for its services as the Settlement Administrator is conditionally approved.

14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of \$10,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to Aggrieved Employees).

15. The Court approves, as to form and content, the Notice of Class Action Settlement in substantially the form attached as Exhibit A to the Addendum. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	<u>December 3, 2025</u> [21 calendar days from the preliminary approval order]
Deadline for Settlement Administrator to Mail Class Notices to Class Members	<u>December 15, 2025</u> [10 <u>calendar</u> days from receipt of the Class and PAGA Data]
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	<u>February 13, 2026</u> [60 <u>calendar</u> days from mailing]

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1 2 3	Deadline for Class Counsel to file a Motion for Final Approval	~~March 3, 2026~~ [16 court days prior to the final approval hearing]
4 5 6	Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	~~March 3, 2026~~ [16 court days prior to the final approval hearing]
7 8	Final Approval Hearing and Final Approval	~~March 25, 2026, at 1:30 p.m.~~

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IT IS SO ORDERED.

Dated: _____, 2025

By _____
Honorable Michael Markman
Alameda County Superior Court Judge

Exhibit 4

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is made between Plaintiff Keith O'Shea on behalf of himself and the Class ("Plaintiff") and Defendant Vector Laboratories, Inc. ("Defendant") (collectively Plaintiff and Defendant are referred to in this Agreement as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

A. Section I, Paragraph 45 entitled "Released PAGA Claims" shall be amended to read as follows:

45. Released Claims: The LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004 that were or could have been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA Period, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The scope of the Released PAGA Claims shall also include claims for penalties under Labor Code section 558. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Keith O'Shea, and is limited to civil penalties recoverable under Labor Code section 2699.

B. Section III, Paragraph 83.4 entitled "Objections to Settlement" shall be amended to read as follows:

83.4 Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the settlement can do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline or can do so by appearing at the Final Approval Hearing. The timeframe to submit a written objection will not be increased for returned mailings.

83.4.1 Format. Any written Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and

concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

83.4.2 Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

C. Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with Exhibit A attached hereto.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: _____

Keith O'Shea

DATED: 10/31/2025

DocuSigned by:
Lisa Sellers
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By: Lisa Sellers, CEO
Vector Laboratories, Inc.

DATED: _____

David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiff
Keith O'Shea

DATED: _____

Joanna E. MacMillan, Esq.
Nicolas Tomas, Esq.
CONSTANGY, BROOKS
SMITH & PROPHETE, LLP
Counsel for Defendant
Vector Laboratories, Inc.

concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

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C. Exhibit A to the Joint Stipulation and Settlement Agreement shall be replaced with Exhibit A attached hereto.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

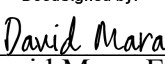
DATED: _____

Keith O'Shea

DATED: _____

By: Lisa Sellers, CEO
Vector Laboratories, Inc.

DATED: 10/30/2025

DocuSigned by:


David Mara, Esq.
Jill Vecchi, Esq.
MARA LAW FIRM, PC
Counsel for Plaintiff
Keith O'Shea

DATED: _____

Joanna E. MacMillan, Esq.
Nicolas Tomas, Esq.
CONSTANGY, BROOKS
SMITH & PROPHETE, LLP
Counsel for Defendant
Vector Laboratories, Inc.

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA

*Keith O'Shea, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v.
Vector Laboratories, Inc., Defendant*

Case No. 23CV035196 (the "Class Action") and Case No. 23CV049223 (the "PAGA Action") (collectively
"Complaints")

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All hourly, non-exempt employees (a) who are or were employed by Vector Laboratories, Inc. ("Defendant" or "Vector") in California at any time from June 6, 2019 through [the end of the Class Period] (this time period is referred to as the "Class Period"); and (b) and who did not already release all of their claims against Defendant during the Class Period.

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be \$INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be \$INSERT.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked INSERT workweeks** during the Class Period (the Class Period is June 6, 2019 through [the end of the Class Period]) for which you did not already sign a release releasing your claims against Defendant and **you worked INSERT pay periods** during the PAGA Period (the PAGA Period is June 6, 2022, through [the end of the PAGA Period]).

If no amount is stated for your Individual PAGA Settlement Share, then according to Defendant's records you are not eligible for an Individual PAGA Settlement Share under the Settlement because you didn't work any pay periods during the PAGA Period. If no amount is stated for your Individual Class Settlement Share, then according to Defendant's records are you not eligible for an Individual Class Settlement Share under the Settlement because you already released your claims against Defendant for the Class Period. If you only released claims for a portion of the Class Period, you will still receive an Individual Class Settlement Share based upon the number of workweeks you worked for Defendant after the date of the release you signed.

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from June 6, 2019 through **[the end of the Class Period]** (this time period is referred to as the "Class Period"). If you worked for Defendant at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **October 14, 2025**, at **10:00 a.m.**, in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. *What Is This Case About?*

On June 6, 2023, Plaintiff Keith O'Shea filed a Class Action Complaint in Alameda County Superior Court against Defendant asserting the following causes of action: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; (8) Failure to Reimburse/Illegal Deductions; and (9) Unfair Competition. This case was designated with Case Number 23CV035196.

On June 6, 2023, Plaintiff Keith O'Shea provided timely written notice to Defendant and the LWDA of his claim for PAGA penalties by sending a PAGA Notice. On October 30, 2023, Plaintiff filed a PAGA Complaint in the Alameda County Superior Court against Defendant asserting the following causes of action: (1) Violation of the PAGA for Failure to Pay Straight time Wages; (2) Violation of the PAGA for Failure to Pay All Overtime Wages; (3) Violation of the PAGA for Failure to Provide Meal Periods; (4) Violation of the PAGA for Failure to Provide Rest Periods; (5) Violation of the PAGA for Failure to Pay Wages Due at Termination of Employment; (6) Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements; (7) Violation of the PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available; and (8) Violation of the PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties. This case was designated with Case Number 23CV049223.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or it they violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you are or were an hourly, non-exempt employee (a) who is or was employed by Defendant in California at any time from June 6, 2019 through [the end of the Class Period]; and (b) and who did not already release all of your claims against Defendant during the Class Period.

You are an Aggrieved Employee if you are or were an hourly, non-exempt employee who worked for Defendant in California at any time from June 6, 2022 through [the end of the PAGA Period].

4. *How Does This Class Action Settlement Work?*

Plaintiff brought this Action on behalf of himself and all other similarly situated individuals who worked for Defendant as hourly, non-exempt employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On [date of ruling on preliminary approval], the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2025 at [time a.m./p.m.], in Department 18 before Judge Patrick McKinney, located at 1221 Oak Street, Oakland, California 94612. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Vector
MARA LAW FIRM, PC David Mara Email: dmara@maralawfirm.com Jill Vecchi Email: jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	CONSTANGY, BROOKS, SMITH & PROPHETE, LLP Joanna E. MacMillan, Esq. Eric W. Witt, Esq. Nicolas W. Tomas, Esq. 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Telephone: (310) 909-7775

**LAWYERS FOR EMPLOYEE AND CONSUMER
RIGHTS**

Colette Mahon
Email: cmahon@lfecr.com
3500 West Olive Avenue, Third Floor
Burbank, California 91505
Telephone: (323) 486-5101

The Court has decided that Mara Law Firm, PC; and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and the last four digits of your social security number or your employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [INSERT]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than **[the Response Deadline]** or by appearing at the **Final Fairness Hearing**. If you submit a written objection, your objection must: (a) state your full name, address, and telephone number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Class Members may also submit an objection by appearing at the Final Approval Hearing, either in person or through the objector’s own counsel.

If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims: The Participating Class Members shall release Defendant and the Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged or that could have been reasonably alleged based on the facts pleaded in the operative Class Action Complaint during the Class Period, including, but not limited to, claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The Released Class Claims further includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, as well as any unpled causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any Participating Class Member.

¹ “Released Parties” mean (i) Defendant and (ii) each of Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing under Labor Code section 558.1 or otherwise.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include: The LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004 that were or could have been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA Period, which include but are not limited to: failure to pay wages (including minimum wages, overtime and double time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to provide business reimbursements and/or illegal deductions, and failure to maintain requisite payroll records. The scope of the Released PAGA Claims shall also include claims for penalties under Labor Code section 558. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Keith O'Shea, and is limited to civil penalties recoverable under Labor Code section 2699.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$179,750 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000 for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$10,000 allocated to the PAGA claims; (4) payment to Class Counsel in an amount not to exceed \$59,916 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$45,000 for litigation costs; and (5) \$29,750 which has already been paid to employees and will be a credit to Defendant. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of work weeks worked by all Class Members during the Class Period for which Class Members did not already release their claims against Defendant; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members ("Work Week Value"); the Settlement Administrator shall then take the number of work weeks worked by each Class Member for which the Class Member did not already release their claims against Defendant and multiply it by the Work Week Value. As such, for Class Members who previously released claims against Defendant during the Class Period, the settlement calculation will be based on the number of workweeks worked after these Class Members signed the releases to the end of their employment in the Class Period or the end of the Class Period, whichever is earlier.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$7,500 (75% of the \$10,000 total PAGA Payment). The remaining \$2,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees (“Pay Period Value”); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of June 6, 2019 through [the end of the Class Period]) for which you did not already sign a release releasing your claims against Defendant.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] pay periods during the period of June 6, 2022 through [the end of the PAGA Period].

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at [INSERT] no later than [RESPONSE DEADLINE] or mail documentation to the Settlement Administrator at [INSERT], that is postmarked no later than [RESPONSE DEADLINE]. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendant during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

One-third of each Individual Class Settlement Share is intended to settle each Class Member’s claims for unpaid wages (the “Wage Portion”). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant’s share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Two-thirds of the Individual Class Settlement Share is intended to settle each Class Member’s claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [INSERT]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall be tendered to a *cy pres* beneficiary, Legal Aid at Work.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$59,916) for attorney fees and \$45,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting **[administrator website]**, a website maintained by the Settlement Administrator. Please refer to the Vector Laboratories Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 5