

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Michael Casas (“Plaintiff Casas”) and Reshaun Harris (“Plaintiff Harris”) (together, “Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Encorr Sheets, LLC (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On August 21, 2023, Plaintiff Casas provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Casas PAGA Letter”). On August 23, 2023, Plaintiff Casas filed a Class Action Complaint for Damages in the action entitled *Michael Casas v. Encorr Sheets, LLC*, San Bernardino County Superior Court Case No. CIVSB2319925 (“Action”), thereby commencing a putative class action against Defendant. On November 7, 2023, Plaintiff Casas filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Michael Casas v. Encorr Sheets, LLC*, San Bernardino County Superior Court Case No. CIVSB2328896 (“Casas PAGA Action”), thereby commencing a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

2. On November 22, 2023, Plaintiff Harris provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Harris PAGA Letter”) (together, the Casas PAGA Letter and Harris PAGA Letter are referred to as the “PAGA Letters”). On November 22, 2023, Plaintiff Harris filed a Class Action

1 Complaint in the action entitled *Reshaun Harris v. Encorr Sheets, LLC*, San Bernardino County
2 Superior Court Case No. CIVSB2330733 (“Harris Action”), thereby commencing a putative class
3 action against Defendant.

4 3. The Parties have agreed to file a First Amended Class and Representative Action
5 Complaint (“Operative Complaint”) against Defendant in the Action, which, will, *inter alia*, add the
6 claims alleged in the Casas PAGA Action and Harris Action and add Plaintiff Harris as a named
7 plaintiff. The Operative Complaint alleges ten (10) causes of action for violations of the California
8 Labor Code for failure to pay overtime wages, failure to pay minimum wages, failure to provide
9 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
10 periods and premium payments in lieu thereof, failure to pay all sick time, failure to provide accurate
11 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
12 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.*
13 based on the aforementioned California Labor Code violations, and for civil penalties under PAGA
14 based on the aforementioned California Labor Code violations.

15 4. Defendant denies all material allegations set forth in the Action, Casas PAGA Action,
16 and Harris Action (collectively, the “Actions”) and has asserted numerous affirmative defenses.
17 Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally
18 settle the Actions, Released Class Claims (as defined herein), and Released PAGA Claims (as defined
19 herein).

20 5. Class Counsel diligently investigated the class and PAGA claims against Defendant,
21 including any and all applicable defenses and the applicable law. The investigation included, *inter*
22 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
23 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
24 merits of the claims and contentions of the Parties.

25 6. On November 15, 2024, the Parties participated in mediation with Tripper Ortman,
26 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, which did not result
27 in a settlement at that time. After further negotiations and with the assistance of the Mediator’s
28 evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement

1 discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed
2 analysis of Defendant's potential liability and exposure in relation to the costs and risks associated
3 with continued litigation. Based on Class Counsel's investigation and evaluation, Class Counsel
4 believes that the settlement with Defendant for the consideration and on the terms set forth in this
5 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members,
6 State of California, and PAGA Employees in light of all known facts and circumstances, including the
7 risk of significant delay and uncertainty associated with litigation and various defenses asserted by
8 Defendant.

9 7. The Parties expressly acknowledge that this Settlement Agreement is entered into
10 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
11 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
12 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
13 positions.

14 **DEFINITIONS**

15 8. The following definitions are applicable to this Settlement Agreement. Definitions
16 contained elsewhere in this Settlement Agreement will also be effective.

17 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
18 Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and
19 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 11.

20 b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or
21 non-exempt employees who worked for Defendant in the State of California at any time during the
22 Class Period.

23 c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
24 and Alexandra Rose of Blackstone Law, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and
25 Joshua S. Falakassa of Falakassa Law, P.C., who will seek to be appointed counsel for the Class.

26 d. "Class List" means a complete list of all Class Members that Defendant will
27 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
28 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following

information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (8) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “Exhibit A.”

f. “Class Period” means the period from October 27, 2021 through November 15, 2024.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of San Bernardino.

i. “Defendant’s Counsel” means Scott C. Lacunza, Sherry S. Hamilton, and Phillip M. Duclos of Jackson Lewis P.C.

j. “Effective Date” means when all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been given to the Class, providing them with an opportunity to dispute their number of Workweeks and/or PAGA Workweeks, to opt-out of the Class Settlement, or to object to the Class Settlement; (iv) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Class and approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days following notice of entry of the Court’s Final Approval Order and Judgment; or if any appeal, writ, or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following notice of entry of the Court’s Final Approval Order and Judgment, then when any appeal, writ, or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s Final Approval Order and Judgment is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement.

k. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

l. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims under California Civil Code section 1542, as set forth in Paragraph 12.

m. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

n. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

o. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

p. “Gross Settlement Amount” means the amount of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 15.

q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 17.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in

Paragraph 18.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 16.

t. “LWDA Payment” means the amount of Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 13.

u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

v. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “PAGA Amount” means the allocation of Fourteen Thousand Dollars and Zero Cents (\$14,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$10,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$3,500.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

x. “PAGA Employee(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

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y. “PAGA Employee Amount” means the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

z. “PAGA Period” means the period from August 21, 2022 through November 15, 2024.

aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

bb. “PAGA Workweeks” means the number of weeks each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period. PAGA Workweeks will be calculated by the Settlement Administrator according to the number of verified weeks worked by PAGA Employees in Defendant’s employ during the PAGA Period.

cc. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

dd. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ee. “Released Class Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay all sick time, provide accurate wage statements, timely pay wages upon termination, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq.*

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ff. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and/or PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which specifically includes all claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay all sick time, provide accurate wage statements, timely pay wages during employment and upon termination, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

gg. “Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

hh. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days

from the original Response Deadline.

jj. “Settlement Administrator” means Simpluris, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

kk. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 14.

ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

mm. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator according to the number of verified weeks worked by Class Members in Defendant’s employ during the PAGA Period.

nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

9. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

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NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12. Enhancement Payments. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments in the amounts up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their

Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as PAGA Employees. Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Fourteen Thousand Dollars and Zero Cents (\$14,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$10,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$3,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the

Settlement Class Members.

15. Escalator Clause. Defendant has represented that the Class Members worked a total of 15,180 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 15,180 by more than 10% (i.e., by more than 16,698 Workweeks), then Defendant may choose either: (1) to increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 16,850 Workweeks, then the Gross Settlement Amount will increase by 1%; or (2) end the Class Period and PAGA Period on the date on which the Workweeks total 15,180.

16. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class Member's final Individual Settlement Share.

17. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual

1 PAGA Payment.

2 18. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
3 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
4 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
5 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
6 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
7 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
8 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
9 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
10 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
11 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
12 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

13 19. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
15 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
16 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
17 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
18 taxes and other legally required withholdings to the appropriate government authorities.

19 20. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
20 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
21 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
22 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
23 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
24 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
25 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
26 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
27 Members, and PAGA Employees should consult with their tax advisors concerning the tax
28 consequences of any payment they receive under the Settlement.

1 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
2 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
3 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
4 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
6 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
7 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
9 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
10 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
11 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
12 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
13 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
15 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
16 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
17 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
18 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
19 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX
20 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
21 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
22 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
23 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
25 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
26 are issued to the payee. It is expressly understood and agreed that payments made under this
27 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
28 to additional compensation or benefits under any new or additional compensation or benefits plan, or

any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice;
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

24. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

25. Delivery of Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

26. Notice by First-Class U.S. Mail.

1 a. Within seven (7) calendar days after receiving the Class List from Defendant,
2 the Settlement Administrator will perform a search based on the National Change of Address Database
3 or any other similar services available, such as provided by Experian, for information to update and
4 correct for any known or identifiable address changes, and will mail a Class Notice in English and
5 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
6 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
7 Administrator.

8 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
9 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
10 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
11 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
12 attempt to determine the correct address using a skip-trace or other search, using the name, address,
13 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
14 calendar days.

15 c. Compliance with the procedures described herein above shall constitute due and
16 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
17 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
18 provide notice of the Settlement.

19 27. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have
20 an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have
21 been credited, as reflected in their respective Class Notices, by submitting a timely and valid
22 Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
23 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
24 determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the
25 accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA
26 Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed to be
27 correct and determinative of the dispute. However, if a Class Member produces information and/or
28 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the

1 Class Member and the Settlement Administrator will resolve and determine the number of eligible
2 Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under
3 the Settlement. The Settlement Administrator's decision on such disputes will be final and non-
4 appealable.

5 28. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
6 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
7 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
8 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
9 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
10 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
11 submitted, and also identify the individuals who have submitted a timely and valid Request for
12 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
13 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
14 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
15 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
16 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
17 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
18 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
19 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
20 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
21 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
22 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
23 submit a Request for Exclusion.

24 29. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
25 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
26 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
27 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
28 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's

Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

30. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Workweeks Dispute.

31. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

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

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1 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
3 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
4 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
5 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
6 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
7 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
8 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
9 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
10 Approval Order and Judgment, which will provide for, in substantial part, the following:

11 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
12 consummation of its terms and provisions;

13 b. Certification of the Settlement Class;

14 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

15 d. Approval of the application for Enhancement Payments to Plaintiffs;

16 e. Directing Defendant to fund all amounts due under the Settlement Agreement
17 and ordered by the Court; and

18 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
19 conformity with California Rules of Court 3.769 and the Settlement Agreement.

20 34. Funding of the Gross Settlement Amount. No later than five (5) business days after
21 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
22 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
23 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
24 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
25 unemployment insurance tax ID number, and other information requested by the Settlement
26 Administrator, no later than five (5) business days after the Effective Date.

27 35. Distribution of the Gross Settlement Amount. Within five (5) business days of the
28 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,

1 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
2 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
3 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
4 timely forward these to the appropriate government authorities.

5 36. Settlement Checks. The Settlement Administrator will be responsible for undertaking
6 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
7 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
8 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
9 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
10 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
11 Members and PAGA Employees are not required to submit a claim to be issued an Individual
12 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
13 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
14 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
15 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
16 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
17 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
18 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
19 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
20 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
21 amended and/or supplemental tax filings and reporting required under applicable local, state, and
22 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
23 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
24 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
25 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
26 PAGA Settlement.

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1 37. Class Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,
3 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
4 Released Class Claims.

5 38. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all
7 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
8 relinquished, and discharged the Released Parties of all Released PAGA Claims.

9 39. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
10 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
11 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
12 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
13 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
14 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment
15 and/or separation of employment with Defendant, which Plaintiffs, at any time up until the execution
16 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
17 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
18 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
19 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
20 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
21 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
22 follows:

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

28 ///

1 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

6 41. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
11 Settlement Agreement.

12 42. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and
15 no Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning.

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

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

11 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
12 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
13 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
15 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
16 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
17 which provide that a written agreement is to be construed according to its terms and may not be varied
18 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
19 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

20 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
21 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
22 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
23 Approval Hearing to be conducted by the Court.

24 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
26 except by written agreement signed by counsel for all Parties. After the filing of the motion for
27 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
28 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
constitute a waiver of any other provision.

1 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 49. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

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

19 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

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

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

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

9 55. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
11 to implement the Settlement.

12 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local or other applicable law.

26 57. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 59. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 61. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff Casas and Class Counsel:

18 Miriam L. Schimmel
19 mschimmel@blackstonepc.com
20 Joana Fang
21 jfang@blackstonepc.com
22 Alexandra Rose
23 arose@blackstonepc.com

24 **BLACKSTONE LAW, APC**
25 8383 Wilshire Boulevard, Suite 745
26 Beverly Hills, California 90211
27 Tel: (310) 622-4278 / Fax: (855) 786-6356

28 To Plaintiff Harris and Class Counsel:

 Mehrdad Bokhour
 mehrdad@bokhourlaw.com
 BOKHOUR LAW GROUP, P.C.
 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 Tel: (310) 975-1493 / Fax: (310) 675-0861

Joshua S. Falakassa
josh@falakassala.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168 / Fax: (888) 505-0868

To Defendant:
Scott C. Lacunza
scott.lacunza@jacksonlewis.com
Sherry S. Hamilton
sherry.hamilton@jacksonlewis.com
Phillip M. Duclos
philip.duclos@jacksonlewis.com
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, California 92618
Tel: (949) 885-1360 / Fax: (949) 885-1380

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF MICHAEL CASAS

Dated: 05/22/2025

Michael Casas
Plaintiff Michael Casas

PLAINTIFF RESHAUN HARRIS

Dated: 5/22/2025

DocuSigned by:
Reshaun Harris
58ACCB043E94457...
Plaintiff Reshaun Harris

DEFENDANT ENCORR SHEETS, LLC

Dated: 5/29/2025 | 9:32 AM EDT

Signed by:

Mark Miedema

390413C2993142D...

Full Name: Mark Miedema

Title: General Manager

On behalf of Defendant Encorr Sheets, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC



Alexandra Rose
*Attorneys for Plaintiff Michael Casas
and Proposed Class Counsel*

BOKHOUR LAW GROUP, P.C.

Signed by:

Mehrdad Bokhour

D8D3643F271940F

Mehrdad Bokhour
*Attorneys for Plaintiff Reshaun Harris
and Proposed Class Counsel*

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

15A628B2C5A149C

Joshua S. Falakassa
*Attorneys for Plaintiff Reshaun Harris
and Proposed Class Counsel*

JACKSON LEWIS P.C.



Scott C. Lacunza
Sherry S. Hamilton
Phillip M. Duclos
Attorneys for Defendant Encorr Sheets, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Michael Casas; Reshaun Harris v. Encorr Sheets, LLC **Superior Court of California for the County of San Bernardino, Case No. CIVSB2319925**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Michael Casas ("Plaintiff Casas") and Reshaun Harris ("Plaintiff Harris") (together, "Plaintiffs") and Defendant Encorr Sheets, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Michael Casas; Reshaun Harris v. Encorr Sheets, LLC*, San Bernardino County Superior Court Case No. CIVSB2319925 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from October 27, 2021 through November 15, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from August 21, 2022 through November 15, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 21, 2023, Plaintiff Casas provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Casas contends were violated ("Casas PAGA Letter"). On August 23, 2023, Plaintiff Casas filed a Class Action Complaint for Damages in the Action. On November 22, 2023, Plaintiff Harris provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff Harris contends were violated ("Harris PAGA Letter"). Together, the Casas PAGA Letter and the Harris PAGA Letter are referred to as the "PAGA Letters". On [redacted], Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, pay all sick time, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Casas and Plaintiff Harris as representatives of the Class (together, “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Mehrdad Bokhour
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493 / Fax: (310) 675-0861

Joshua S. Falakassa
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168 / Fax: (888) 505-0868

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$91,666.67), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payments in

amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) to Plaintiffs for their services in the Action; (3) the amount of Fourteen Thousand Dollars and Zero Cents (\$14,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$10,500.00) (“LWDA Payment”) and the remaining 25% (\$3,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From October 27, 2021 through November 15, 2024** (i.e., the Class Period), you are credited as having worked [] Workweeks.
- **From August 21, 2022 through November 15, 2024** (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Casas;Harris v. Encorr Sheets, LLC*, Case No. CIVSB2319925); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked

on or before **[Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay all sick time, provide accurate wage statements, timely pay wages upon termination, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and/or PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which specifically includes all claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay all sick time, provide accurate wage statements, timely pay wages during employment and upon termination, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$91,666.67 if the Gross Settlement Amount is \$275,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Casas;Harris v. Encorr Sheets, LLC*, Case No. CIVSB2319925); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still

be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Casas;Harris v. Encorr Sheets, LLC*, Case No. CIVSB2319925); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S22 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk’s office located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/>, clicking on “Search” at the top of the screen, clicking “CASE INFORMATION” from the drop down, and typing in the Case Number (CIVSB2319925).

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

Certificate Of Completion

Envelope Id: B8291EC9-3E7A-4C50-82C9-5C60D0949423

Status: Completed

Subject: Complete with Docusign: 2025.05.27 Settlement Agreement + Exhibit (signed by Ps & counsels).pdf

Source Envelope:

Document Pages: 35

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Denise Chisveto

AutoNav: Enabled

10 W Carmel Dr

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Carmel, IN 46032

denise.chisveto@schwarzpartners.com

IP Address: 32.140.188.154

Record Tracking

Status: Original

Holder: Denise Chisveto

Location: DocuSign

5/29/2025 9:10:22 AM

denise.chisveto@schwarzpartners.com

Signer Events

Signature

Timestamp

Mark Miedema

mmiedema@encorrsheets.com

General Manager

Encorr Sheets LLC

Security Level: Email, Account Authentication
(None)

Signed by:


396413C2993142D...

Signature Adoption: Pre-selected Style

Using IP Address: 172.102.125.10

Sent: 5/29/2025 9:13:17 AM

Viewed: 5/29/2025 9:31:40 AM

Signed: 5/29/2025 9:32:23 AM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2025 9:31:40 AM

ID: d931b937-8111-4335-8ec3-6a5479c17218

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/29/2025 9:13:17 AM

Certified Delivered

Security Checked

5/29/2025 9:31:40 AM

Signing Complete

Security Checked

5/29/2025 9:32:23 AM

Completed

Security Checked

5/29/2025 9:32:23 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Schwarz Partners, L.P. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Schwarz Partners, L.P.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mprice@schwarzpartners.com

To advise Schwarz Partners, L.P. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mprice@schwarzpartners.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Schwarz Partners, L.P.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mprice@schwarzpartners.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Schwarz Partners, L.P.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mprice@schwarzpartners.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Schwarz Partners, L.P. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Schwarz Partners, L.P. during the course of your relationship with Schwarz Partners, L.P..