

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement” or “Settlement”) is entered into by and between Jose Luis Galicia and Celena Lopez Roman (collectively referred to as “Plaintiffs” or individually as “Plaintiff Galicia” or “Plaintiff Roman” respectively), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Virco, Inc. and Virco MFG Corporation (collectively referred to herein as “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Galicia is a former employee of Defendant. Plaintiff Galicia was employed by Defendant from approximately May 1998 to May 2023;

(b) Plaintiff Roman is a former employee of Defendant. Plaintiff Roman was employed by Defendant from approximately September 2021 to November 2023;

(c) On August 16, 2023, Blackstone Law, APC, submitted a letter on behalf of Plaintiff Galicia to the California Labor and Workforce Development Agency (“LWDA”) and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-975536-23 (“*Galicia* PAGA Notice”);

(d) On November 30, 2023, Plaintiff Galicia filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“*Operative Galicia* Complaint”), commencing a representative action under PAGA against Defendants, entitled *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV29425 (“*Galicia* Action”). The *Operative Galicia* Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(e) On November 30, 2023, Plaintiff Galicia filed a Class Action Complaint for Damages entitled *Galicia v. Virco, Inc., et al.* in the Los Angeles County Superior Court, Case No. 23STCV29406, which alleges: (1) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Labor Code §§ 201,

202 and 203 (Untimely Final Wages); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) Violation of Cal. Business & Professions Code § 17200, et seq. (“*Galicia* Class Action”).

(f) On December 28, 2023, Plaintiff Roman filed a Class Action Complaint for Damages entitled *Roman v. Virco, Inc., et al.* in the Los Angeles County Superior Court, Case No. 23STCV31803, which alleges: (1) Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198; (2) Failure to Pay All Wages and Minimum wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198; (3) Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516, and 1198; (4) Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, 1198; (5) Failure to Provide Sick Pay at the Regular Rate in Violation of Labor Code § 246; (6) Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174; (7) Failure to Timely Pay Wages During Employment in Violation of Labor Code § 204; (8) Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203; (9) Failure to Maintain Adequate Temperatures in Violation of Labor Code § 1198, and the Applicable Wage Order; and, (10) Violations of California Business & Professions Code § 17200, et seq. (“*Roman* Class Action”)

(g) On December 30, 2023, Bradley/Grombacher LLP (together with Blackstone Law, APC referred to as “Plaintiffs’ Counsel”), submitted a letter on behalf of Plaintiff Roman to the LWDA and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”), of Plaintiff Roman’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 221, 223, 226, 226.7, 246, 510, 512, 516, 1174, 1182, 1194, 1197, and 1198 hereby initiating LWDA Case Number LWDA-CM-1002295-23 (“*Roman* PAGA Notice”);

(h) On April 19, 2024, Plaintiff Roman filed a Representative Action Complaint for Civil Penalties Pursuant to PAGA Labor Code §§ 2698, et seq. (“Operative *Roman* Complaint”), commencing a representative action under PAGA against Defendants, entitled *Celena Lopez Roman v. Virco, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV09956 (“*Roman* Action”). The Operative *Roman* Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code;

(i) On August 5, 2024, the Parties mediated the Action with Louis Marlin, and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(j) Prior to mediation, Plaintiff obtained, through informal discovery, including sample time and pay records, documents regarding policies and procedures, and other documents related to the claims;

(k) There has been no determination on the merits of the *Galicia* Action, *Roman* Action (collectively referred to as “Actions”), the *Galicia* PAGA Notice, or the *Roman* PAGA

Notice (collectively referred to as “PAGA Notices”), or the *Galicia* Class Action or *Roman* Class Action (“Class Actions”) but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Actions and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants’ defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Five Hundred Thousand Dollars (\$500,000.00) (the “Gross Settlement Amount”) to resolve the Actions and Released Claims (as defined in Section 6(a) below), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which is One Hundred Seventy Five Thousand Dollars (\$175,000.00), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”) to Plaintiffs’ Counsel, which Defendant will not contest. Defendant will not be liable for attorneys fees or costs outside of the gross settlement amount for either the Actions or the Class Actions.

(2) An enhancement payment of up to the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Payment”) to Plaintiffs (for a total of \$20,000), which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Four Thousand Dollars (\$4,000.00) (“Settlement Administration Costs”) to Apex Class Action Settlements (“Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved

Employees”). The period September 26, 2023 to November 4, 2024 is the “PAGA Period.” The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the “Employees’ Portion.”

(6) The Aggrieved Employees are estimated to consist of approximately 220 individuals who worked approximately 16,163 pay periods during the period from September 26, 2023 to August 5, 2024. If the actual number of Pay Periods (as defined in Section 5(b) below) is more than ten percent (10%) above 16,163, the Gross Settlement Amount will be increased by the percentage that the actual number exceeds the ten percent (10%) buffer. In the alternative, Defendant may elect to shorten the release period to stay within the 10% cushion.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys’ Fees and Costs, Service Award, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs’ Counsel. Plaintiffs’ Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (“Defendant’s Counsel”) for review. Defendant’s Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court’s approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the

Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. Payment of the Gross Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this fraction by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment; and (vi) number of Pay Periods.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the

Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Enhancement Payments to Plaintiffs.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. Release of Claims by Plaintiffs and the State of California with Respect to the Aggrieved Employees.

(a) Upon the full funding of the Gross Settlement Amount, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the Operative Complaints and PAGA Notices, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to pay all wages, including overtime, minimum, sick, and premium wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, maintain adequate temperatures in work areas, in violation of California Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 246, 510, 512,

516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders ("Released Claims").

(b) Plaintiffs have agreed to give a separate and full release of all claims against Defendant and have each entered into a separate, confidential settlement agreement based thereon.

7. Dismissal of Class Actions.

Upon approval of the Private Attorneys General Act Settlement Agreement and Release, Plaintiffs' counsel will dismiss the Class Actions without prejudice. All parties will separately bear any fees, costs, and expenses associated with the Class Actions. Plaintiffs nor Plaintiffs counsel are entitled to anything outside of this Agreement for filing the Class Actions. The Parties agree to work together to provide the court with any required filings to effectuate the dismissals of the Class Actions.

8. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and said provision cannot be modified to be enforceable, that provision shall immediately become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

9. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

10. Miscellaneous.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Louis Marlin. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

(f) This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 01/16/2025

PLAINTIFF JOSE LUIS GALICIA

Jose Luis Galicia

Jose Luis Galicia

PLAINTIFF CELENA LOPEZ ROMAN

Dated: _____

Celena Lopez Roman

DEFENDANT VIRCO, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Virco, Inc.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

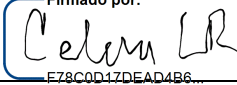
PLAINTIFF JOSE LUIS GALICIA

Dated: _____

Jose Luis Galicia

PLAINTIFF CELENA LOPEZ ROMAN

Dated: 1/15/2025

Firmado por:


Celena Lopez Roman

DEFENDANT VIRCO, INC.

Dated: _____

Full Name: _____
Title: _____
On behalf of Virco, Inc.

DEFENDANT VIRCO MFG CORPORATION

Dated: _____

Full Name: _____
Title: _____
On behalf of Virco MFG Corporation

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Jose Luis Galicia

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Louis Marlin. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

(f) This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF JOSE LUIS GALICIA

Dated: _____

Jose Luis Galicia

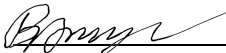
PLAINTIFF CELENA LOPEZ ROMAN

Dated: _____

Celena Lopez Roman

DEFENDANT VIRCO, INC.

15-Jan-2025
Dated: _____

Signed by:

3ECEEE2020C2948B Bassey Yau
Full Name: _____
Title: Sr. VP Finance
On behalf of Virco, Inc.

Dated: 15-Jan-2025 _____

**DEFENDANT VIRCO MFG
CORPORATION**

Signed by:



3EECE2020C2948B
Full Name: Bassey Yau _____

Title: Sr. VP Finance
On behalf of Virco MFG Corporation

APPROVED AS TO FORM ONLY:

Dated: _____

BLACKSTONE LAW, APC

Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Jose Luis Galicia

BRADLEY/GROMBACHER, LLP

Dated: _____

Marcus J. Bradley
Attorneys for Plaintiff Celena Lopez Roman

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Dated: _____

Christopher W. Olmsted
Cameron O. Flynn
Attorneys for Defendants

**DEFENDANT VIRCO MFG
CORPORATION**

Dated: _____

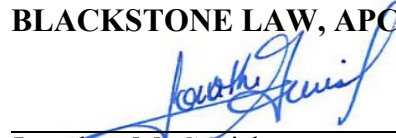
Full Name: _____

Title: _____
On behalf of Virco MFG Corporation

APPROVED AS TO FORM ONLY:

Dated: 01/16/2025

BLACKSTONE LAW, APC



Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Jose Luis Galicia

BRADLEY/GROMBACHER, LLP

Dated: _____

Marcus J. Bradley
Attorneys for Plaintiff Celena Lopez Roman

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Dated: _____

Christopher W. Olmsted
Cameron O. Flynn
Attorneys for Defendants

Dated: 1/15/25

BRADLEY/GROMBACHER, LLP



Marcus J. Bradley
Attorneys for Plaintiff Celena Lopez Roman

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Dated: _____

Christopher W. Olmsted
Cameron O. Flynn
Attorneys for Defendants

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from
Galicia v. Virco, Inc. et al., Los Angeles County Superior Court Case No. 23STCV29425
Roman v. Virco, Inc. et al., Los Angeles County Superior Court Case No. 24STCV09956

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the above referenced lawsuits (together referred to as the “Actions”).

The *Galicia* lawsuit was filed on November 30, 2023 by Plaintiff Galicia against his former employer Virco, Inc. (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. The *Roman* lawsuit was filed on April 19, 2024 by Plaintiff Roman against her former employer Virco, Inc. Prior to initiating the lawsuits, on August 16, 2023 and December 30, 2023, Plaintiffs Galicia and Roman respectively submitted letters to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Numbers LWDA-CM-975536-23 and LWDA-CM-1002295-23 (“PAGA Notices”).

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations. A settlement was reached between Plaintiffs and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period from September 26, 2023 to November 4, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

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

COVER LETTER

“Released Claims” means any and all claims arising from any of the factual allegations in the Operative Complaints and PAGA Notices, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant’s alleged failure to pay all wages, including overtime, minimum, sick, and premium wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, maintain adequate temperatures in work areas, in violation of California Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Apex Class Action Settlements at [toll-free phone number].