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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

SALVADOR PALACIOS SR., and
SALVADOR PALACIOS, JR., individually
and on behalf of others similarly situated,

Plaintiffs,

vs.

CAGWIN & DORWARD; CAGWIN &
DORWARD HOLDCO INC; CAGWIN &
DORWARD, LLC; and DOES 1 through 25,
inclusive,
Defendants.

Case No.: 23CV046932 (Class Action)
Case No.: 23CV055924 (PAGA Action)
**STIPULATION OF SETTLEMENT AND
RELEASE**

Judge: The Honorable Somnath Raj Chatterjee
Dept.: 21

1 This Stipulation of Settlement and Release is entered into by plaintiffs Salvador Palacios,
2 Sr., and Salvador Palacios, Jr., on behalf of themselves individually and on behalf of the class
3 members and aggrieved employees as set forth herein, and on behalf of defendant as set forth
4 herein.

5 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to
6 approval by the Court, that the settlement of this action shall be effectuated upon and subject to the
7 following terms and conditions.

8 **I. DEFINITIONS**

9 The following capitalized and defined terms used in this Agreement shall have the
10 following meanings:

11 A. "Action" means collectively the above-referenced class action and related PAGA
12 action, filed in the Superior Court of the State of California, County of Alameda, Case No.
13 23CV046932 (Class Action) and Case No. 23CV055924 (PAGA Action).

14 B. "Agreement" or "Settlement" means this Stipulation of Settlement and Release and
15 all exhibits hereto.

16 C. "Class" means all persons who currently or formerly worked for Defendant as a
17 non-exempt, hourly paid employee in California during the Class Period and are not subject to an
18 arbitration agreement in connection with their employment with Defendant.

19 D. "Class Action" means the class action, filed in the Superior Court of the State of
20 California, County of Alameda, Case No. 23CV046932, including the operative complaint and any
21 previously filed complaints.

22 E. "Class Counsel" means the law firm of Blackstone Law, APC, located at 8383
23 Wilshire Boulevard, Suite 745, Beverly Hills, California 90211.

24 F. "Class Notice" means the written notice sent to Class Members following the Court
25 granting preliminary approval which summarizes and explains the Settlement and Class Members'
26 options in connection with the Settlement. For: a) Class Members who are not also PAGA
27 Aggrieved Employees the proposed form of the Class Notice is attached hereto as Exhibit A; and
28 for b) Class Members who are also PAGA Aggrieved Employees, the proposed form of the Class

1 Notice is attached hereto Exhibit B. The Parties agree that Exhibits A and B may be changed or
2 modified as the Court in its discretion deems appropriate for purposes of adjudicating, effectuating,
3 or exercising jurisdiction over the Settlement, without affecting the enforceability of this Settlement
4 by the Parties hereto.

5 G. "Class Member" is a person within the definition of the Class.

6 H. "Class Period" means the time period from and including March 31, 2021 through
7 December 31, 2025.

8 I. "Court" means the Superior Court of the State of California for the County of
9 Alameda, including, without limitation, the actions and orders of any assigned judge for the Action.

10 J. "Defendant" means Cagwin & Dorward, LLC.

11 K. "Defendant's Counsel" means the law firm LightGabler, LLP, located at 760 Paseo
12 Camarillo, Suite 300, Camarillo, California, 93010.

13 L. "Distribution Formula" means the formula used to calculate each Settlement Class
14 Member's proportionate share of the Net Settlement Sum, and each PAGA Aggrieved Employee's
15 individual share of the PAGA Payment.

- 16 • The Distribution Formula for the class action portion of the Action is as follows:
17 each Settlement Class Member's individual settlement payment will be calculated
18 by: (a) dividing the Net Settlement Sum by the total number of workweeks worked
19 by all Settlement Class Members during the Class Period, and (b) multiplying the
20 result by each Settlement Class Member's workweeks during the Class Period.
- 21 • The Distribution Formula for the PAGA Action portion of the Action is as follows:
22 Because PAGA Aggrieved Employees cannot opt out of the PAGA claim, each
23 PAGA Aggrieved Employee, whether or not a Settlement Class Member, shall
24 receive his or her individual share of the PAGA Payment calculated as follows: (a)
25 the number pay periods each PAGA Aggrieved Employee worked as an hourly non-
26 exempt employee for Defendant in California during the PAGA Period; divided by
27 (b) the aggregate number of pay periods worked by all PAGA Aggrieved Employees
28 during the PAGA Period; and then multiplied by the employee portion (*i.e.* 25%) of

1 the PAGA Payment.

2 The Parties agree that the Distribution Formula may be changed or modified as the Court in its
3 discretion deems appropriate for purposes of adjudicating, effectuating, or exercising jurisdiction
4 over the Settlement, without affecting the enforceability of this Settlement by the Parties hereto.

5 M. "Effective Date" for this Agreement means the date when all of the following have
6 occurred:

7 a) This Settlement Agreement has been signed by the Parties hereto, Class Counsel, and
8 Defendant's counsel;

9 b) The Court has granted preliminary approval to the Settlement;

10 c) The Court has granted final approval to the Settlement (including approval of the
11 settlement ending the PAGA Action), has entered and filed the final approval order and
12 final judgment, and the judgment has become final. The judgment will be final either: (a)
13 sixty-five (65) days after entry of the final approval order and final judgment resolving and
14 concluding the Action, if no motions for reconsideration and no appeals or other efforts to
15 obtain review have been filed; or (b) in the event that a motion for reconsideration, an
16 appeal, or other effort to obtain review of the final order and judgment has been filed, the
17 date sixty-five (65) days after such reconsideration, appeal or review has been resolved in
18 favor of the Settlement and no other appeal, writ, or other appellate court review is possible.
19 In the event any appeal or other challenge is filed concerning the Settlement, administration
20 of the Settlement shall be stayed pending final resolution of such appeal or challenge
21 without reversal or modification to the settlement and judgment.

22 N. "Final Judgment" means the order (or orders) entered and filed by the Court entering
23 final judgment and ending the Action pursuant to the terms of this Agreement.

24 O. "Generally Released Claims" means any and all claims, actions, causes of action,
25 rights, demands, debts, obligations, damages, accountings, or any other matters of whatever nature,
26 known or unknown, which the releasing party may have arising out of or relating to any of the
27 matters, acts or omissions described or referred to in the Action, or in any way arising from or
28 relating to the prior relationship, involvement, or contact between the Parties, whether referred to

1 in the Action or not. By way of example, the Generally Released Claims includes any claims or
2 causes of actions arising out of or related in any way to the releasing party's prior relationships and
3 interactions with the Released Parties, including, without limitation, any claims (whether state,
4 federal, or administrative) for compensation, salaries, wages, bonuses, commissions, overtime,
5 benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits,
6 penalties, premiums, liquidated damages, interest, damages, back or front pay, lost profits or
7 opportunities, costs, expenses, attorneys' fees, employee benefits, promises concerning any of the
8 above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation,
9 discrimination or harassment in any form, retaliation, breach of the implied covenant of good faith
10 and fair dealing, wrongful or tortious discharge in violation of statute or public policy, intentional
11 or negligent infliction of emotional distress, or any other claims arising under any federal, state,
12 local or other governmental statute or ordinance, including without limitation, the National Labor
13 Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
14 Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety
15 and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Older Workers
16 Benefit Protection Act; the Worker Adjustment and Retraining Notification Act ("WARN"); the
17 Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993;
18 the Rehabilitation Act of 1973; the Internal Revenue Code of 1986, as amended; the Service
19 Contract Act; the California Fair Employment and Housing Act; the California Family Rights Act;
20 the California Labor Code (including the Private Attorneys General Act); the California Civil Code;
21 the California Government Code; the California Constitution; and any and all claims for penalties,
22 punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws
23 regulations or damages of similar content or effect.

24 P. "Gross Settlement Sum" or "GSS" means the settlement payment amount to be paid
25 by Defendant under this Settlement, which is Four Hundred and Fifty Thousand Dollars and No
26 Cents (\$450,000.00).

27 Q. "Net Settlement Sum" or "NSS" means the Gross Settlement Sum less amounts
28 deducted pursuant to this Agreement for the Court-approved PAGA Payment, settlement

1 administration fees and expenses, attorneys' fees and costs awarded to Class Counsel, and the
2 service awards awarded to Representative Plaintiffs. The Net Settlement Sum will constitute the
3 total sum available for settlement payments from which Settlement Class Members will be paid
4 under the Settlement.

5 R. "PAGA Action" means the Private Attorneys General Act ("PAGA) action, filed in
6 the Superior Court of the State of California, County of Alameda, Case No. 23CV055924, including
7 the operative complaint and any previously filed complaints.

8 S. "PAGA Aggrieved Employee" means a person who currently or formerly worked
9 for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period.

10 T. "PAGA Individual Payment" means an individual employee's pro rata share of the
11 PAGA Payment.

12 U. "PAGA Notice Letter" means the Labor and Workforce Development Agency
13 notice letter submitted by Representative Plaintiffs and Class Counsel on or about September 26,
14 2023, and Representative Plaintiffs and Class Counsel confirm hereby that Representative
15 Plaintiffs and Class Counsel have submitted no other PAGA notice letter to the LWDA concerning
16 Defendant.

17 V. "PAGA Packet" means the Settlement Administrator's mailing to each PAGA
18 Aggrieved Employee providing: (a) the PAGA Settlement Notice (Exhibit C to this Agreement);
19 and (b) such person's PAGA Individual Payment check.

20 W. "PAGA Payment" means the payment amount that the Court approves as the
21 payment from the GSS to settle and resolve the PAGA Action. Representative Plaintiffs will
22 request that the Court approve Two Hundred Thousand Dollars (\$200,000) of the GSS as the PAGA
23 Payment for purposes of settling and resolving the PAGA claim, with 75% of such amount to be
24 paid to the Labor and Workforce Development Agency and the remaining 25% to be paid to PAGA
25 Aggrieved Employees in accordance with their calculated share as provided under the Distribution
26 Formula.

27 X. "PAGA Period" is the period from September 26, 2022 through and including
28 December 31, 2025.

1 Y. “PAGA Released Claims” means any and all wage and hour claims, rights,
2 demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out
3 of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during
4 the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA
5 Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2)
6 arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences
7 alleged in the PAGA Notice Letter (including any previously submitted administrative
8 exhaustion/notice letter), including, violations of the California Labor Code. By way of illustration
9 only and not as a limitation, “PAGA Released Claims” includes all claims for civil penalties
10 available for the above-referenced claims and theories of relief, including, without limitation, any
11 claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum
12 wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for
13 premium pay, wages not timely paid during employment, failure to provide accurate wage
14 statements, failure to pay all wages upon separation, failure to reimburse for necessary business
15 expenses, provisions regulating hours and days of work in any IWC order, failure to maintain
16 accurate records or provide requested records, and including claims arising therefrom for damages,
17 reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts,
18 interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief to the
19 extent recoverable under the PAGA statute.

20 Z. “PAGA Settlement Notice” means the written notice sent to PAGA Aggrieved
21 Employees (including those who are also Class Members) following the Court granting approval
22 to the Settlement, which summarizes and explains the settlement of the PAGA Action in English
23 and Spanish. The proposed form of the PAGA Settlement Notice is attached hereto as Exhibit C
24 and the Parties agree that Exhibit C may be changed or modified as the Court in its discretion deems
25 appropriate for purposes of adjudicating, effectuating, or exercising jurisdiction over the
26 Settlement, without affecting the enforceability of this Settlement by the Parties hereto.

27 AA. “Parties” means the parties to this Agreement, including specifically Representative
28 Plaintiffs, individually and on behalf of all Class Members and PAGA Aggrieved Employees, and

1 Defendant.

2 BB. "Preliminary Approval Order" means the order entered and filed by the Court that
3 preliminarily approves the terms and conditions of this Settlement, including, without limitation,
4 the manner and content of providing notice to the Class.

5 CC. "Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates,
6 subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing
7 agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives,
8 heirs, estates, and powers-of-attorney.

9 DD. "Representative Plaintiffs" or "Plaintiffs" means plaintiff Salvador Palacios, Sr.,
10 individually and on behalf of all Class Members and PAGA Aggrieved Employees, and Salvador
11 Palacios, Jr., individually and on behalf of all Class Members and PAGA Aggrieved Employees.

12 EE. "Settled Class Claims" means any and all wage and hour claims, rights, demands,
13 debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to
14 work performed by Settlement Class Members during the Class Period that: 1) are alleged, were
15 alleged, or could have been alleged in the complaint in the Class Action (including any previously
16 filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the
17 facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether
18 under federal, state, or common law, including, violations of the California Labor Code, the
19 California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act.
20 By way of illustration only and not as a limitation, "Settled Class Claims" includes all types of
21 recovery and relief available for the above-referenced claims and theories of relief, including,
22 without limitation, any claims for unpaid or untimely payment of any wages or other amounts
23 owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal
24 periods or rest breaks or for premium pay, wages not timely paid during employment, failure to
25 provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for
26 necessary business expenses, provisions regulating hours and days of work in any IWC order,
27 failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time
28 accrual, failure to maintain accurate records or provide requested records, unfair business practices

1 or unfair competition, and including claims arising therefrom for damages, reimbursement,
2 restitution, losses, penalties (exclusive of PAGA penalties), fines, liens, attorneys' fees, costs,
3 expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or
4 similar relief. "Settled Class Claims" does not include claims for vested retirement benefits,
5 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
6 insurance, disability, Social Security, or workers' compensation.

7 FF. "Settlement Administrator" means Apex Class Action, LLC ("Apex"). The Parties
8 have preliminarily selected Apex as the third-party class action settlement administrator, and are
9 agreeable to Apex or such other settlement administrator approved by the Court for purposes of
10 administering this Settlement as provided herein.

11 GG. "Settlement Class Member" means each Class Member who does not validly
12 exclude himself or herself from this Settlement (*i.e.* opt out) pursuant to the terms herein.

13 HH. "Settlement Class" means all Settlement Class Members.

14 II. "Settlement Fairness Hearing" or "Final Approval Hearing" means the Court
15 hearing (or hearings) following providing notice to the Class at which Representative Plaintiffs and
16 Class Counsel will request that the Court determine whether to fully and finally approve the
17 fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, and request
18 that the Court take other necessary and appropriate actions as provided under the terms herein.

19 JJ. "Settlement Payment" means the payment to a Class Member under the terms of
20 this Agreement as part of this Settlement, which includes an individual's respective portion of the
21 Net Settlement Sum.

22 KK. "Unknown Claims" means a person's released claims which such person does not
23 know or suspect to exist in that person's favor at the time of this Settlement, including such claims
24 which, if known by such person, might have affected such person's decision to enter into this
25 Settlement and agree and accept the releases herein. As to any person's release of Unknown
26 Claims, that person expressly waives and relinquishes, to the fullest extent permitted by law, the
27 provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR

1 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
2 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
3 BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
4 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5 As to a person's release of Unknown Claims, that person also waives any and all provisions,
6 rights and benefits conferred by any law of any state or territory of the United States, or principle
7 of common law, or of international or foreign law, which is similar, comparable or equivalent to
8 Section 1542 of the California Civil Code. A person releasing Unknown Claims may hereafter
9 discover facts in addition to or different from those which he, she, or it now knows or believes to
10 be true with respect to its released claims, but hereby stipulates and agrees that with this Settlement
11 such person fully releases any and all released claims, known or unknown, suspected or
12 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
13 or heretofore have existed, upon any theory of law or equity, including, but not limited to, conduct
14 which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without
15 regard to the subsequent discovery or existence of different or additional facts.

16 **II. RECITALS**

17 A. On October 10, 2023, Representative Plaintiffs filed a wage and hour class action
18 complaint in the Superior Court of California, County of Alameda, Case Number: 23CV046932.
19 The Class Action asserted various claims, including those denominated as follows: (1) unpaid
20 minimum wages; (2) unpaid overtime; (3) failure to provide meal periods and unpaid meal
21 premiums; (4) failure to provide rest period and unpaid rest period premiums; (5) wages not timely
22 paid during employment; (6) failure to provide accurate wage statements; (7) untimely final wages;
23 (8) failure to reimburse necessary business expenses; and (9) violation of Business & Professions
24 Code §17200, *et seq.*

25 B. On or about September 26, 2023, Representative Plaintiffs sent a written notice /
26 administrative exhaustion letter to the LWDA and Defendant concerning the provisions of the
27 Labor Code Representative Plaintiffs contended were violated by Defendant and theories allegedly
28 supporting a contemplated Private Attorneys General Act ("PAGA") action by Representative

1 Plaintiffs.

2 C. On December 1, 2023, Representative Plaintiffs filed the PAGA Action in the
3 Superior Court of California, County of Alameda, Case Number: 23CV055924, alleging a single
4 cause of action under PAGA. On June 20, 2024, in the PAGA Action, a “First Amended Complaint
5 for Enforcement Action” was filed.

6 D. After engaging in informal discovery, investigations, and negotiations, on June 26,
7 2025, the Parties participated in a mediation with mediator Kevin Barnes in an effort to resolve the
8 Class Action and PAGA action. The mediation did not result in a settlement of the Action on that
9 day.

10 E. Following mediation, the Parties engaged in further discovery practice, case
11 investigation, and litigation activity, while also participating in further settlement discussions
12 through mediator Kevin Barnes. Through those further settlement discussions, as of January 7,
13 2026, the Parties reached a settlement in principle to resolve the Action by mutually agreeing to a
14 mediator’s proposal, which was followed by the Parties entering into a mutually binding written
15 Memorandum of Understanding (“MOU”) on January 16, 2026 to settle the entire Action, subject
16 to Court approval.

17 F. As will be further detailed and discussed in Representative Plaintiffs’ motion for
18 preliminary approval of the Settlement, Class Counsel, with the assistance of Representative
19 Plaintiffs, have conducted a substantial investigation of the facts and law during the prosecution of
20 this Action. This has also included obtaining information concerning the composition of the Class
21 and PAGA Aggrieved Employees, and obtaining, and analyzing and reviewing a variety of
22 documents and other materials relating to the policies and practices of Defendant as these relate to
23 the asserted claims in the Action, and engaging in various damages analyses and assessments in
24 connection with the issues and liability theories in the case.

25 G. Representative Plaintiffs and Class Counsel have concluded, after taking into
26 account the disputed factual and legal issues involved in this Action, the risks, expenses, and delay
27 involved in further prosecution of this case, and the benefits to be received by the Class and PAGA
28 Aggrieved Employees pursuant to the compromise and settlement of the Action at this stage, as set

1 forth in this Agreement, that settlement on the terms set forth herein is in the best interest of the
2 Class and PAGA Aggrieved Employees and is fair and reasonable. In particular, Class Counsel and
3 Representative Plaintiffs understand the uncertainties and risks associated with the class
4 certification process, as well as the potential risks associated with legal and factual defenses
5 expected to be raised by Defendant. In light of such risks and the additional costs and delay that
6 would attend any ultimate recovery, if achieved, the settlement set forth herein is fair and
7 reasonable.

8 H. Defendant as well has concluded that there are benefits associated with settling the
9 Action at this stage. After taking into account the disputed factual and legal issues involved in the
10 Action, the expense and burden of protracted litigation, and Defendant's desire to resolve the case
11 and matters at issue and avoid incurring further costs in connection with defending against the
12 Action, Defendant believes that settlement on the terms set forth in this Agreement is in its best
13 interest. Without admitting or conceding liability based on Representative Plaintiffs' asserted
14 claims, and specifically disputing Representative Plaintiffs' claims and contentions in the Action,
15 Defendant hereby enters into this Agreement and agrees as provided herein to pay the Gross
16 Settlement Sum in payment for such settlement in order to resolve this litigation and bar further
17 litigation on the terms and conditions set forth in this Agreement and in order to avoid the burden
18 and expense associated with continued litigation.

19 NOW THEREFORE, in consideration of the recitals listed above and the promises and
20 releases set forth below, and intending to be legally bound and acknowledging the sufficiency of
21 the consideration and undertakings set forth herein, Representative Plaintiffs individually and on
22 behalf of the Class and PAGA Aggrieved Employees, on the one hand, and Defendant, on the other
23 hand, agree that, subject to Court approval, the Action shall be, and is finally and fully
24 compromised, settled, and concluded, on the following terms and conditions:

25 **III. RELEASE OF CLAIMS**

26 As a material part of this Agreement, upon the Effective Date and Defendant funding the
27 Gross Settlement Sum:

- 28 1. Representative Plaintiffs fully, finally, and forever release, relinquish, settle, and

1 discharge all Settled Class Claims against the Released Parties, all PAGA
2 Released Claims against the Released Parties, all Generally Released Claims
3 against the Released Parties, and all Unknown Claims against the Released
4 Parties.

5 2. All Settlement Class Members fully, finally, and forever release, relinquish,
6 settle, and discharge all Settled Class Claims against the Released Parties.

7 3. Representative Plaintiffs, the State of California, and the Labor & Workforce
8 Development Agency, with respect to themselves and on behalf of all PAGA
9 Aggrieved Employees, fully, finally, and forever release, relinquish, settle, and
10 discharge all PAGA Released Claims against the Released Parties.

11 **IV. PRELIMINARY APPROVAL, CLASS NOTICE, CLAIMS PROCESS, AND**
12 **SETTLEMENT FAIRNESS HEARING**

13 A. Procedures. As part of this Agreement, the Parties hereto agree to the following
14 procedures for seeking and obtaining the Court's preliminary approval of the Settlement,
15 certifying the Class for purposes of settlement only, notifying Class Members concerning the
16 Settlement, seeking and obtaining the Court's final approval of the Settlement, and administering
17 the Settlement.

18 B. Stipulation To Class Certification For Settlement Purposes Only. For purposes of
19 settlement only, the Parties hereto stipulate that all of the requisites for establishing class
20 certification for settlement purposes have been met. In the event this Settlement is not approved
21 by the Court or otherwise fails to become effective for any reason (including through the failure
22 of any condition precedent), the conditional class certification provided for herein for settlement
23 purposes only shall be void ab initio and of no force or effect, and shall not be admissible in any
24 judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue,
25 substantive or procedural.

26 C. Preliminary Approval of Settlement. Following execution of this Agreement,
27 Representative Plaintiffs shall request that the Court enter the Preliminary Approval Order
28 attached hereto as Exhibit D. The Preliminary Approval Order shall:

1. Preliminarily approve the proposed Settlement and this Agreement;
2. Approve the plan for the provision of notice to Class Members under this Agreement, including the form of the Class Notice;
3. Approve the procedure for Class Members to exclude themselves/opt out of the Settlement, including setting a deadline for Class Members to submit exclusion/opt out requests;
4. Approve the procedure for Class Members to object to the Settlement or dispute workweek or other data used to calculate a Class Member's individual Settlement Payment, including setting a deadline for Class Members to submit such objections or disputes; and
5. Schedule the Settlement Fairness Hearing for proposed final approval of this Settlement.

D. Motions For Preliminary And Final Approval And Coordination. Defendant will not oppose Representative Plaintiffs' motions for preliminary and final approval of the Settlement provided such motions and related materials are consistent with the terms of this Agreement as set forth herein. Defendant may, but is under no obligation to, file its own motions and related materials in connection with seeking Court approval or review of the Settlement, provided such motions and related materials are consistent with the terms of this Agreement as set forth herein. Subject to the Court ordering hearing and other dates the Court believes are appropriate, the Parties shall meet and confer in an attempt to set mutually agreeable hearing dates for both the motions for preliminary and final approval and any other hearing or scheduled events in connection with the Settlement.

E. Class Notice. Notice of the Settlement shall be provided to Class Members. Representative Plaintiffs and Class Counsel believe and agree that the proposed procedures for such notice provide the best practicable notice to Class Members.

1. Transfer of Class Member and PAGA Aggrieved Employee Data to Settlement Administrator. Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator the name,

1 last known address, and Social Security number of each Class Member and
2 PAGA Aggrieved Employee, along with their respective weeks worked during
3 the Class Period and/or pay periods worked during the PAGA Period. ("Class
4 Data"). The Settlement Administrator will use such information for purposes of
5 calculating each Class Member's share of the Net Settlement Sum, for
6 calculating each PAGA Aggrieved Employee's PAGA Individual Payment, and
7 for mailing the Class Notice to Class Members. Class Notices shall only be
8 mailed to Class Members, and not to PAGA Aggrieved Employees who are not
9 Class Members. PAGA Aggrieved Employees shall be mailed a PAGA
10 Settlement Notice (Exhibit C) following the Effective Date of the Settlement,
11 and such mailing shall also include such person's PAGA Individual Payment.
12 The Settlement Administrator shall keep the Class Data transferred by
13 Defendant confidential, use it only for the purposes described herein, and not
14 disclose the information to any other party unless written permission is provided
15 by Defendant allowing such disclosure.

- 16 2. Notice To Class. Within fifteen (15) calendar days after transfer of the Class
17 Data to the Settlement Administrator, the Settlement Administrator will send the
18 Class Notice to Class Members, by first-class mail, at their last known address.
19 Prior to mailing, the Settlement Administrator shall process the addresses in the
20 Class Data through the United States Postal Service's National Change of
21 Address database to determine the most current address of all Class Members.
- 22 3. Re-Mailing Class Notice. Class Notices that are returned by the postmaster as
23 undeliverable shall be re-mailed by the Settlement Administrator within five (5)
24 calendar days of receipt subject to and in accordance with the following terms.
25 If a forwarding address appears on the return envelope of any returned Class
26 Notice, then the Settlement Administrator shall re-mail the Class Notice to that
27 forwarding address. If no forwarding address appears on the return envelope,
28 then, where possible, the Settlement Administrator shall perform a skip trace

1 using identifying information provided by Defendant and re-mail the Class
2 Notice to the Class Member's address identified by the skip trace if an address
3 is identified. The Settlement Administrator shall have no responsibility to re-
4 mail a Class Notice more than once, unless otherwise ordered by the Court.
5 Class Members to whom the Class Notice has been re-mailed must take any
6 action required under this Settlement before the expiration of deadlines set forth
7 in the Class Notice, unless otherwise ordered by the Court. Class Members' time
8 period for opting out of/excluding oneself from the Settlement, or filing an
9 objection or dispute, shall not be extended for a Class Member to whom a Class
10 Notice has been re-mailed, unless otherwise ordered by the Court.

11 4. Valid Notice. Upon completion of these steps by the Settlement Administrator
12 and subject to Court approval, this shall be deemed appropriate notice for
13 purposes of the Settlement, and Settlement Class Members shall be bound by
14 the terms of the Settlement and Final Judgment. The Settlement Administrator
15 shall provide a declaration of due diligence and proof of mailing with regard to
16 the mailing of the Class Notice, follow-up communications, and its other duties
17 as specified in the Settlement. Class Counsel shall file the Declaration of the
18 Settlement Administrator at least sixteen (16) court days prior to the Settlement
19 Fairness Hearing.

20 F. Administration / Exclusion / Objection and Dispute Process

21 1. Effectuation and administration of this Settlement does not require submission
22 of a claim form for receipt of a settlement payment. Provided, however, under
23 the terms of this Settlement, as to any Class Member who does not validly opt-
24 out of the Settlement, this Settlement will be fully binding on such Class
25 Member, including the release of claims provided herein, and any assertion by
26 such Class Member that he or she did not receive or submit a claim form, did
27 not receive a settlement payment, or did not receive notice of the Settlement
28 (provided the Class Notice was mailed to the Class Member) shall be of no force

1 and effect and the Class Member shall be bound by the terms and conditions of
2 this Agreement, and shall also be bound by the Court's judgment in this Action,
3 including the release of claims against the Released Parties as provided in this
4 Agreement.

5 2. Class Members may choose to exclude themselves/opt out of this Settlement.

6 To do so, Class Members must, within sixty (60) calendar days after the
7 Settlement Administrator first mails the Class Notice, mail to the Settlement
8 Administrator a written request to exclude themselves/opt out of the Settlement
9 which unambiguously requests to be excluded from the Settlement, including,
10 the request for exclusion being signed by the Class Member, and including
11 his/her name, address, and last four digits of his/her Social Security number. A
12 Class Member that submits a valid request for exclusion will not participate in
13 or be bound by the Settlement. Provided, however, with respect to the PAGA
14 portion of the Settlement, including the release of PAGA Released Claims, a
15 Class Member that opts out of the Settlement will be bound by the Settlement
16 as it pertains to the PAGA portion of the Settlement. PAGA Aggrieved
17 Employees (including such employees who are also Class Members) may not
18 opt out of the settlement of the PAGA Action. A Class Member who does not
19 validly exclude himself or herself from the Settlement will be subject to and
20 bound by the terms and conditions of the Settlement upon entry of the Court's
21 order granting final approval to the Settlement. Dates of mailing in connection
22 with this Settlement shall be determined by the postmark date.

23 3. Any Class Member who does not validly exclude himself or herself from the
24 Settlement may object to the Settlement or dispute the workweek or other data
25 used to calculate a Class Member's individual Settlement Payment as provided
26 herein. Objections and disputes must be submitted within sixty (60) calendar
27 days from the postmark date of when the Class Notice is initially sent and must
28 be signed by the Class Member and provide the information specified to be

1 provided, as indicated in the Class Notice. A Class Member who objects to the
2 Settlement, or disputes the workweek or other data used to calculate a Class
3 Member's individual Settlement Payment, may enter an appearance *in propria*
4 *persona*, or through his/her own attorney. If the Court approves the Settlement,
5 irrespective of a Class Member's objection or dispute, the Class Member will
6 receive a Settlement Payment and will be bound by the Settlement in all respects,
7 including the release of claims provided herein.

8 4. If a Class Member submits an objection or a dispute, and a request to exclude/opt
9 out, the exclusion/opt-out request will be voided and of no force or effect and
10 the objection and/or dispute will be treated as submitted as though without a
11 request to exclude/opt out, unless otherwise ordered by the Court.

12 5. All objections, disputes, and opt-out requests shall be sent directly to the
13 Settlement Administrator at the address indicated in the Class Notice. The
14 Settlement Administrator will certify to Class Counsel and Defendant's Counsel
15 which exclusion/opt out requests, objections, and disputes were timely
16 submitted, if any.

17 6. The Settlement Administrator shall be responsible for calculating each Class
18 Member's share of the Net Settlement Sum and the PAGA Payment. In
19 connection with the Settlement Payments to be made to Settlement Class
20 Members, the Settlement Administrator shall be responsible for withholding all
21 required state and federal taxes and other withholdings, if any, and for
22 communicating this information to Defendant's Counsel and Class Counsel.
23 Upon completion of its processing, the Settlement Administrator shall provide
24 Class Counsel and Defendant's Counsel with a report listing each Class
25 Member's estimated Settlement Payment, and each PAGA Aggrieved
26 Employee's estimated PAGA Individual Payment. Provided, however, when
27 disclosed to Class Counsel, the report shall be anonymized, and keep
28 confidential and not disclose the names or contact information of Class

Members or PAGA Aggrieved Employees.

7. A Class Member who does not timely exclude himself or herself the Settlement as described in this Agreement shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release of claims against the Released Parties as provided in this Agreement. Provided, however, with respect to the PAGA portion of the Settlement, including the release of the PAGA Released Claims, a Class Member that excludes himself or herself from the Settlement will be bound by the Settlement as it pertains to the PAGA portion of the Settlement.

8. Class Members who fail to timely submit or make timely objections or disputes shall be deemed to have waived any objections or disputes and shall be foreclosed from making or submitting any objection or dispute in connection with the Settlement, unless otherwise ordered by the Court, and such Class Members shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release of claims against the Released Parties as provided in this Agreement.

G. Non-Interference With Administration Procedure And Settlement. The Parties hereto and their counsel and/or any other agents shall not seek, solicit, or otherwise encourage Class Members to submit exclusion/opt-out requests, or objections or disputes, in connection with the Settlement.

H. Interim Reports By The Settlement Administrator. After expiration of the time period for Class Members to timely request to exclude themselves/opt out, or to submit an objection or dispute, the Settlement Administrator shall provide counsel for the Parties hereto with a declaration setting forth: (a) due diligence and proof of mailing of the Class Notice; (b) the total number of Class Members who were sent the Class Notice; (c) the total number of Class Members who submitted documents that were deficient, or disputed the Settlement Payment estimate or related data stated in their Class Notice; (d) the total number of Class Members who submitted valid requests to exclude themselves/opt out, including the postmark dates for each; and (e) the

1 total number of Class Members who submitted timely objections to the Settlement, along with
2 complete (but anonymized) copies of all objections received, including the postmark dates for
3 each objection. If any additional events or changes in status have occurred with respect to the
4 matters addressed in the Settlement Administrator's declaration, the Settlement Administrator
5 shall provide an updated declaration on these matters three (3) calendar days prior to the date of
6 the Settlement Fairness Hearing, and again, in the event of such events or changes in status, within
7 three (3) calendar days after the Effective Date of the Settlement or such other later date as the
8 Court may order or the Parties may agree upon.

9 I. Settlement Fairness Hearing. After expiration of the deadline for opting
10 out/excluding oneself and submitting objections and disputes, the Court shall conduct a Settlement
11 Fairness Hearing to determine if it will grant final approval of the Settlement. No later than sixteen
12 (16) court days prior to the Settlement Fairness Hearing (or unless otherwise permitted by the
13 Court), Class Counsel shall file with the Court a motion for final approval of the Settlement and
14 an application for an award of fees, costs, expenses and a service award to Representative
15 Plaintiffs, and all declarations in support thereof, and the declaration of the Settlement
16 Administrator, excluding any updated declaration of the Settlement Administrator which may be
17 later presented to the Court or at the time of the hearing. In accordance with the terms of this
18 Settlement, the final approval order shall find and determine that this Settlement is fair, just,
19 equitable, reasonable, and adequate in all of its terms; that the Settlement is in the best interests of
20 the Settlement Class; and that the Parties, the Settlement Class Members, and the PAGA
21 Aggrieved Employees are subject to and shall carry out the provisions of this Agreement as
22 provided herein.

23 J. Final Judgment. In connection with final approval by the Court at the Settlement
24 Fairness Hearing, Representative Plaintiffs will request that the Court enter the Final Judgment.

25 **V. SETTLEMENT FUNDS, PROCESSING, AND SETTLEMENT PAYMENT**

26 A. Deposit And Payment of Gross Settlement Sum: On or before twenty-one (21)
27 calendar days after the Effective Date, Defendant shall deposit with the Settlement Administrator
28 the Gross Settlement Sum. The Settlement Administrator shall then deposit the Gross Settlement

1 Sum into an interest-bearing account.

2 1) The Gross Settlement Sum to be paid as provided above includes all payments to
3 Settlement Class Members for the Settlement Payments and payment for all penalties,
4 costs, and fees in connection with the Settlement, including the PAGA Payment,
5 Representative Plaintiffs' and Class Counsel's attorney fees and costs, Settlement
6 Administrator fees, Representative Plaintiffs' service payment, and employee-side state
7 and federal taxes and withholdings.

8 2) Separate from its Gross Settlement Sum payment obligation, Defendant also shall be
9 responsible for paying employer-side taxes owed in connection with the Settlement.

10 3) Defendant shall have no obligation to make any additional payment over and above its
11 Gross Settlement Sum payment obligation set forth herein, except for the payment of
12 employer-side state and federal payroll taxes that are owed on that portion of the
13 settlement allocated as W-2 wages, or unless required under the paragraph below
14 entitled "Material Increase In Defendant's Workweek / Pay Period Numbers."

15 B. Distribution Of Gross Settlement Sum. The Gross Settlement Sum, which shall be
16 paid as set forth above, shall be distributed in accordance with the Court's final approval and other
17 orders to the following recipients: a) to Settlement Class Members to pay sums owed to Settlement
18 Class Members under the Distribution Formula with each Settlement Class Member's share of
19 payroll taxes and other withholdings deducted therefrom being paid to the appropriate taxing and
20 other authorities by the Settlement Administrator; b) for the PAGA Payment to be distributed to
21 the LWDA (75% of the PAGA Payment) and to PAGA Aggrieved Employees (25% of the PAGA
22 Payment distributed among PAGA Aggrieved Employees as their respective PAGA Individual
23 Payments); c) to Representative Plaintiffs to pay for any service award approved by the Court; d)
24 to the Settlement Administrator to pay for administration fees and costs of the Settlement as
25 approved by the Court; and e) to Class Counsel to pay for attorneys' fees and costs as approved
26 and awarded by the Court. To clarify and for avoidance of doubt, this paragraph specifies the
27 recipients of the Gross Settlement Sum distributions, not the amount of or formula for such
28 distributions or the relative sequencing of such distributions to recipients. To the extent any amount

1 of the Gross Settlement Sum is requested for payment of any service award, settlement
2 administration fees, or attorneys' fees and costs, and such requested amount is not awarded by the
3 Court, then such amount not awarded shall become part of the Net Settlement Sum and allocated
4 pro rata to the PAGA Payment and Settlement Class Members.

5 C. Timing of Gross Settlement Sum Distribution. With respect to the timing of the
6 distribution of the Gross Settlement Sum, this shall be distributed by the Settlement Administrator
7 as provided herein within fourteen (14) calendar days after the Defendant has deposited the Gross
8 Settlement Sum.

9 D. PAGA Payment. As part of seeking Court approval of the Settlement,
10 Representative Plaintiffs will petition the Court to approve the Settlement and resolution of the
11 PAGA Action. Representative Plaintiffs will request that the Court approve \$200,000 as the PAGA
12 Payment for purposes of settling and resolving the PAGA Action, with 75% of such amount to be
13 paid to the Labor and Workforce Development Agency and the remaining 25% to be paid to PAGA
14 Aggrieved Employees in accordance with their calculated share as provided under the Distribution
15 Formula. If the Court requires a greater amount as the PAGA Payment in order to settle and resolve
16 the PAGA Action, Defendant shall not be required to contribute an additional amount. Rather, any
17 additional amount required to secure PAGA settlement approval in accordance with this Settlement
18 shall be deducted from the Gross or Net Settlement Sum and shall not be grounds for the Parties
19 hereto to object to or reject this Settlement. The Parties hereto agree that regardless of the amount
20 of the PAGA Payment that the Court approves, the enforceability of this Settlement shall not be
21 affected. In connection with seeking Court approval of the Settlement, Representative Plaintiffs
22 shall submit a copy of this Agreement and any Court approval thereof to the LWDA in accordance
23 with the PAGA statutory scheme. The Court's ruling on the amount of the PAGA Payment
24 (whether awarded as requested or altered at the discretion of the Court) shall not affect the
25 enforceability of this Agreement, or the ability of the Court to otherwise approve the Settlement.
26 PAGA Aggrieved Employees (including those that are also Class Members) shall have no right to
27 opt out of the release of the PAGA Released Claims and PAGA Aggrieved Employees will receive
28 their respective portion of the PAGA Payment (i.e. their PAGA Individual Payment) regardless of

1 whether they opt out of the Settlement as Class Members.

2 E. Distribution of PAGA Individual Payments To PAGA Aggrieved Employees.

3 As provided above, the Gross Settlement Sum shall be distributed to the respective recipients, on
4 or before 14 days after Defendant's deposit of the Gross Settlement Sum, and this includes
5 distribution of the PAGA Individual Payment, which shall be distributed as follows. The Settlement
6 Administrator shall mail to each PAGA Aggrieved Employee, via first-class United States Mail,
7 the following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit C to
8 this Agreement; and (b) their PAGA Individual Payment check – collectively referred to herein as
9 the "PAGA Packet." The amount of such payment will be calculated as provided in the Distribution
10 Formula and paid from the employee portion (*i.e.* 25%) of the PAGA Payment. Prior to mailing
11 the PAGA Packet, the Settlement Administrator shall update all PAGA Aggrieved Employee
12 addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet
13 is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
14 shall re-send the PAGA Packet to the forwarding address identified. If no forwarding address is
15 provided, then the Settlement Administrator shall promptly conduct a "standard search," sometimes
16 called a "skip trace," to locate a better address. If a better address is found, the Settlement
17 Administrator shall promptly re-send the PAGA Packet to such better address. If a better address
18 is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the
19 Settlement Administrator, Defendant, Defendant's counsel, Plaintiff, or Plaintiff's Counsel shall
20 be required to take further action.

21 F. Application For Attorneys' Fees And Costs. Class Counsel will petition the Court
22 for an award of attorneys' fees and costs and may petition the Court for an award of attorneys' fees
23 in an amount not to exceed one-third (1/3) of the Gross Settlement Sum (subject to increase
24 pursuant to the terms of the paragraph below entitled "Material Increase in Defendant's Workweek
25 / Pay Period Numbers"). Such amount is intended to compensate Class Counsel for the work it has
26 and will perform in this Action, including, but not limited to, investigating, initiating, and litigating
27 Representative Plaintiffs', Class Members', and PAGA Aggrieved Employees' claims, negotiating
28 and documenting the Settlement, seeking and obtaining Court approval of the Settlement,

1 continuing counsel's work in connection with the administration and implementation of the
2 Settlement, and obtaining Final Judgment in the Action. Class Counsel shall also be entitled to seek
3 reimbursement from the Gross Settlement Sum of all reasonable, documented out of pocket costs
4 not to exceed thirty-thousand dollars (\$30,000) related to the Action incurred by Class Counsel,
5 separate from its request for attorneys' fees. The Settlement Administrator (and not Defendant)
6 shall be responsible for issuing an IRS Form 1099 to Class Counsel reflecting the attorneys' fees
7 and costs awarded by the Court. Defendant agrees not to oppose Class Counsel's request for an
8 award of fees and costs as provided herein. The Court's ruling concerning Class Counsel's
9 application for attorney fees and costs (whether awarded as requested or altered at the discretion of
10 the Court) shall not affect the enforceability of this Agreement, or the ability of the Court to
11 otherwise approve the Settlement.

12 G. Service Award To Representative Plaintiff. Class Counsel will petition the Court
13 for a service award to Representative Plaintiffs in the amount not to exceed \$7,500 each (for a total
14 of \$15,000). The service awards to Representative Plaintiffs shall be in addition to whatever
15 monetary settlement payment Representative Plaintiffs are entitled to receive for purposes of their
16 Settlement Payment and PAGA Individual Payment. The Settlement Administrator (and not
17 Defendant) shall be responsible for issuing an IRS Form 1099 to Representative Plaintiffs reflecting
18 the service award approved by the Court, which will be paid from the Gross Settlement Sum. The
19 Court's ruling on the request for a service award (whether awarded as requested or altered at the
20 discretion of the Court) shall not affect the enforceability of this Agreement, or the ability of the
21 Court to otherwise approve the Settlement.

22 H. Settlement Administration. As indicated in the Definitions section above, the Parties
23 have preliminarily selected Apex Class Action, LLC as the Settlement Administrator for the
24 Settlement, and Class Counsel will seek Court approval of Apex Class Action, LLC as the
25 Settlement Administrator. The Gross Settlement Sum shall be paid to or transferred to the
26 Settlement Administrator or a qualified settlement fund established by the Settlement
27 Administrator in accordance with the payment terms and time periods set forth above. The
28 Settlement Administrator's duties shall include, without limitation: establishing a qualified

1 settlement fund for administering this Settlement; calculating, processing, and sending each Class
2 Member's and PAGA Aggrieved Employee's share of the Net Settlement Sum and PAGA
3 Payment; processing Class Members and PAGA Aggrieved Employees through the United States
4 Postal Service's National Change of Address database; formatting, printing, and mailing the Class
5 Notices and PAGA Settlement Notices; processing any exclusion requests and objections from
6 Class Members; processing, following up and resolving disputes regarding Settlement Payment
7 calculations; performing necessary searches on notices returned as undeliverable; providing
8 required disclosures and declarations to the Parties and the Court concerning the status and
9 administration of the Settlement; processing and distributing Settlement Payments and the PAGA
10 Payment (including PAGA Individual Payments), tax deductions, and tax forms; receiving,
11 depositing, and distributing the Gross Settlement Sum in accordance with the Settlement and the
12 Court's orders related thereto; providing declaration(s) as necessary in support of preliminary
13 and/or final approval of the Settlement; and other tasks as the Parties mutually agree upon or the
14 Court orders the Settlement Administrator to perform. The Settlement Administrator shall be
15 responsible for all tax filing and reporting. Class Members and PAGA Aggrieved Employees
16 assume full responsibility and liability for the payment of taxes and withholdings due by them on
17 all payments made in connection with the Settlement. The Settlement Administrator's fees and
18 costs (in an estimated amount not to exceed \$13,000) shall be deducted from the Gross Settlement
19 Sum. Representative Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel shall have no
20 responsibility for validating or ensuring the accuracy of the Settlement Administrator's work, but
21 will work with the Settlement Administrator to facilitate accurate settlement administration to the
22 best of their abilities. Representative Plaintiffs, Class Counsel, Defendant, and Defendant's
23 Counsel shall not bear any responsibility for errors or omissions by the Settlement Administrator
24 in the calculation or distribution of the Settlement Payments. All disputes relating to the Settlement
25 Administrator's performance of its duties shall be referred to the Court, if necessary, which shall
26 have continuing jurisdiction over the terms and conditions of the Settlement until all payments and
27 obligations contemplated by the Settlement have been fully satisfied and carried out.

28 I. Class Member Settlement Payment and Payment Amount Dispute Procedure. The

1 Class Notice will be individualized and include a statement of a recipient Class Member's estimated
2 Settlement Payment as calculated based on available records from Defendant and the Distribution
3 Formula.

4 If a Class Member chooses not to challenge the information set forth in the Class
5 Notice, the Class Member need not do anything, and payment shall be made in accordance with
6 the Class Notice and the Distribution Formula.

7 If a Class Member wishes to challenge his or her individualized information
8 pertaining to his or her Settlement Payment as set forth in the Class Notice, that Class Member
9 must submit a written, signed dispute along with any supporting documents or other supporting
10 information to the Settlement Administrator within sixty (60) calendar days of the postmark date
11 in which the Class Notice was mailed to the Class Member. No challenge will be timely if
12 postmarked more than sixty (60) calendar days after the date the Class Notice was mailed to the
13 Class Member, unless otherwise ordered by the Court.

14 Within five (5) calendar days from the date the Settlement Administrator receives
15 notice of the dispute, the Settlement Administrator will send to Defendant's Counsel a copy of the
16 documentation submitted in connection with such challenge. Defendant's Counsel may supply
17 information to the Settlement Administrator concerning any such challenge but is not obligated to
18 do so. While the Settlement Administrator shall consider all information submitted, Defendant's
19 records will be subject to a rebuttable presumption of correctness for purposes of determining a
20 Class Member's individualized information pertaining to his or her Settlement Payment amount.
21 Within ten (10) calendar days from the date the Settlement Administrator receives documentation
22 from the Class Member concerning the dispute, the Settlement Administrator shall make a
23 determination without hearing or right to appeal and communicate that determination to the Class
24 Member, Class Counsel, and Defendant's Counsel. The determination by the Settlement
25 Administrator concerning the dispute shall be binding in connection with the Settlement, unless
26 otherwise ordered by the Court, which shall have the power to review all disputes submitted to the
27 Settlement Administrator. Disputes concerning Settlement Payments, and any unresolved or
28 outstanding claims or challenges concerning the Settlement shall be settled and resolved prior to

1 distribution of the Gross Settlement Sum.

2 J. Settlement Payment Allocation. In distributing Settlement Payments, the
3 Settlement Administrator shall indicate the percentage of each payment attributable to wages
4 subject to employment taxation, and the percentage of each award attributable to penalties, interest,
5 or other category subject only to income taxation. To the extent any Class Member's or PAGA
6 Aggrieved Employee's payment must be wired or otherwise delivered in a manner other than
7 through issuance of a check via regular mail, any and all additional administrative fees and required
8 withholdings will be paid from that Class Member's or PAGA Aggrieved Employee's Settlement
9 Payment.

10 K. Withholdings And Taxes. For purposes of the allocation of Settlement Payments,
11 twenty-five percent (25%) shall constitute wages ("wage portion"), ten percent (10%) shall
12 constitute interest, and sixty-five percent (65%) shall constitute penalties ("non-wage portion"),
13 and each individual's respective portion of the PAGA Payment shall be treated as 100% penalties.

14 The Settlement Administrator shall determine the amount of employee and
15 employer owed withholdings or taxes and this amount shall be withheld from each Class Member
16 Settlement Payment, and Defendant shall be responsible for paying to the Settlement
17 Administrator employer-owed amounts. All withholdings or taxes shall be remitted by the
18 Settlement Administrator to the proper governmental taxing authorities.

19 The Settlement Administrator shall be responsible for ensuring that all taxes and
20 withholdings to be paid out of the Gross Settlement Sum are timely paid to the appropriate
21 authorities. The Settlement Administrator's responsibilities include the following: (i) the
22 determination and filing of all federal, state and local employment tax deductions and other
23 withholdings, (ii) the timely and proper filing of all required federal, state and local forms (*e.g.*,
24 1099s, W-2s, *etc.*) with the appropriate taxing authorities, and (iii) the completion of any other
25 steps necessary for compliance with any tax obligations of the Settlement under federal, state
26 and/or local law, as applicable. The Settlement Administrator shall furnish Defendant's Counsel
27 with copies of forms detailing the payment of taxes and withholdings (including all 1099 and W-
28 2 information returns) sufficient to prove that such payments were properly remitted. The

1 Settlement Administrator shall provide at Defendant Counsel's request a final accounting
2 adequate to demonstrate compliance with all withholding, payment, and reporting obligations.

3 Defendant, Defendant's Counsel, Representative Plaintiff, and Class Counsel make no
4 representation as to the tax treatment or legal effect of the payments called for hereunder, and
5 Representative Plaintiffs and Class Members and PAGA Aggrieved Employees shall not rely on
6 any statement, representation, or calculation by Defendant, Defendant's Counsel, Representative
7 Plaintiff, or Class Counsel in this regard. Representative Plaintiffs and Class Members and PAGA
8 Aggrieved Employees shall be solely responsible for the payment of any taxes and penalties
9 assessed on the payments described herein.

10 L. Unused Settlement Funds. Any uncashed Settlement Payment or PAGA Individual
11 Payment check issued to a Class Member or PAGA Aggrieved Employee that remains uncashed
12 after one-hundred and twenty (120) calendar days after being issued shall be deemed null and void,
13 and such funds shall be paid to a Court-approved cy pres beneficiary. Class Counsel will petition
14 the Court to approve California Court Appointed Special Advocates ("CASA") as an appropriate
15 cy pres beneficiary under this Settlement. Provided, however, the recipient of uncashed settlement
16 funds may be changed or modified as the Court in its discretion deems appropriate for purposes of
17 adjudicating, effectuating, or exercising jurisdiction over the Settlement, without affecting the
18 enforceability of this Settlement by the Parties hereto. Neither Defendant, Defendant's counsel,
19 Plaintiff, nor Class Counsel shall have any liability for lost or stolen settlement payment checks,
20 forged signatures on settlement payment checks, unauthorized negotiation of settlement payment
21 checks, or failure to timely cash a settlement funds check within the 120 day period.

22 M. Interest. The interest on funds deposited by Defendant in connection with the
23 Settlement shall inure pro rata to the party to whom the underlying funds are ultimately paid out or
24 distributed.

25 **VI. MISCELLANEOUS**

26 A. Material Increase in Defendant's Workweek / Pay Period Numbers.
27 Defendant represented that there are approximately 9,811 non-arbitration workweeks from March
28 31, 2021 through December 31, 2025 (i.e., the Class Period). In the event the number of workweeks

1 during such period is more than 10,792 (i.e., more than 10% above 9,811), then the Gross
2 Settlement Sum shall be increased proportionally by the number of workweeks in excess of 10,792.
3 Defendant represented that there are approximately 78,363 PAGA pay periods from September,
4 26, 2022 through December 31, 2025 (i.e., the PAGA Period). In the event the number of PAGA
5 pay periods during such period is more than 86,199 (i.e., more than 10% above 78,363), then the
6 Gross Settlement Sum shall be increased proportionally by the number of PAGA pay periods in
7 excess of 86,199.

8 B. Defendant Termination Option. If the number of Class Members who validly opt-
9 out exceeds five percent (5%) of the total Class Members, Defendant shall have the right and option
10 (but not the obligation) to terminate this Settlement by communicating such decision to both the
11 Settlement Administrator and Class Counsel in writing within fourteen (14) calendar days after
12 receiving written notice from the Settlement Administrator of the total number of Class Members
13 who have validly opted out of the Settlement. In the event Defendant exercises such option to
14 terminate the Settlement as provided in this paragraph, then the Parties will be restored to their
15 respective positions vis-a-vis one another in the litigation as of the date of the parties' mutual
16 acceptance of the mediator's proposal, January 7, 2026. The Parties and their counsel agree that
17 they shall not seek, solicit, or otherwise encourage Class Members or PAGA Aggrieved Employees
18 to submit exclusion/opt-out requests or objections to the Settlement. Plaintiffs agree they will not
19 opt-out of or object to the Settlement. Defendant's notice of termination pursuant to this paragraph
20 shall be sent to Plaintiff's counsel via email.

21 C. Stay of Litigation Activity. Besides the Parties' efforts to effectuate the Settlement
22 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
23 effectuate this Settlement.

24 D. Automatic Voiding of Agreement If Settlement Not Finalized. In the event the
25 Effective Date does not occur or the Settlement does not become final for any other reason, the
26 Settlement shall be null and void and any order entered by the Court in furtherance of this
27 Settlement shall be treated as void *ab initio*. In such case, the Parties shall return to the status quo
28 as if the Parties had not entered into this Settlement. In such event, this Agreement, all negotiations,

1 Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties
2 hereto, and all evidence relating to the Settlement and all negotiations shall not be admissible,
3 discoverable, or otherwise used in the Action, in any other litigation, or otherwise.

4 E. No Admission of Liability or Wrongdoing. Representative Plaintiffs, both as Class
5 and PAGA representatives and in their individual capacity, and Defendant, have entered into this
6 Agreement to resolve the dispute or disputes that have arisen between them and to avoid the burden,
7 expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit,
8 and specifically denies that: it has violated any federal, state, or local law; violated any regulations
9 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
10 requirements; breached any contract; violated or breached any duty; engaged in any
11 misrepresentation or deception; or engaged in any other unlawful or improper conduct with respect
12 to its employees or operations. Neither this Agreement, nor any of its terms or provisions, nor any
13 of the negotiations connected with it, shall be construed as an admission or concession in any way,
14 including for purposes of proving as to Defendant any violation(s) or failure(s) to comply with any
15 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
16 Agreement and its terms and provisions shall not be offered or received as evidence in any action
17 or proceeding to establish any liability or admission on the part of Defendant or to establish the
18 existence of any condition constituting a violation of, or noncompliance with, federal, state, local
19 or other applicable law. In addition, as set forth herein, the Parties intend this Settlement to be
20 contingent upon preliminary and final Court approval of this Agreement, and the Parties do not
21 waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as
22 if this Agreement never existed in the event that the Settlement is not fully and finally approved as
23 set forth herein

24 F. No Credit Toward Benefit Plans. The Settlement Payments and PAGA Individual
25 Payments made to Class Members and PAGA Aggrieved Employees under this Agreement shall
26 not be utilized to claim or calculate any additional benefits or compensation under any Defendant
27 benefit or compensation plan to which any Class Member or PAGA Aggrieved Employee may
28 otherwise be subject to or eligible for, including, but not limited to: profit-sharing plans, bonus

1 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off plans, and
2 any other Defendant benefit or compensation plan. Any payment or payments made under this
3 Agreement shall be the sole compensation and benefit to Class Members and PAGA Aggrieved
4 Employees under this Settlement, irrespective of whether a plan document or other agreement
5 provides otherwise.

6 G. Binding Effect of Agreement On Settlement Class Members and PAGA Aggrieved
7 Employees. Upon the Effective Date, all Settlement Class Members and PAGA Aggrieved
8 Employees shall be bound by and subject to this Agreement. In addition, unless a Class Member
9 validly opts out of/excludes himself or herself from the Settlement as described in this Agreement,
10 he or she shall be deemed to be bound by and subject to this Agreement regardless of whether such
11 Class Member received a Settlement Payment. Class Members and PAGA Aggrieved Employees
12 have no right or ability to opt out of the settlement of the PAGA Action as provided herein.

13 H. Binding Upon Successors and Assigns. This Agreement shall be binding upon, and
14 inure to the benefit of the successors or assigns of the Parties hereto.

15 I. Amendment or Waiver Only In Writing. This Agreement and its terms may only be
16 amended, modified, or waived by a written instrument signed by the Parties or their successors-in-
17 interest, and which is approved by the Court.

18 J. Entire Agreement. This Agreement and any attached exhibits constitute the entire
19 agreement between the Parties relating to the Settlement and the related transactions contemplated
20 herein. Excluding the Parties' written Memorandum of Understanding fully executed on or about
21 January 16, 2026 (which forms the basis of this Agreement and may be considered in connection
22 with this Agreement), all prior or contemporaneous agreements, understandings and statements,
23 whether oral or written, and whether by a Party or its counsel, are merged herein. No oral or written
24 representations, warranties or inducements have been made to any Party concerning this Agreement
25 or its exhibits other than the terms, representations, warranties, and covenants contained and
26 memorialized in such documents.

27 K. Attorneys' Fees and Costs. The Parties agree that payment of the agreed Gross
28 Settlement Sum (including any increase provided under the above paragraph, "Material Increase in

1 Defendant Workweek / Pay Period Numbers”) along with employer-side payroll taxes, represents
2 the entire monetary obligation of the Settlement, and that the Parties will otherwise each bear their
3 own respective costs, fees, and expenses, and attorney fees, and with respect to Representative
4 Plaintiffs, any attorneys’ fees or costs owed or incurred are being paid or will be paid out of the
5 Gross Settlement Sum and there shall not be a payment by Defendant in addition thereto. Further,
6 no Party shall be considered a “prevailing party” (or similar designation) in connection with this
7 matter.

8 L. Authorization to Execute Agreement and Effectuate Settlement and Agreement to
9 Cooperate. The Parties hereto warrant and represent that they are authorized to negotiate and agree
10 to this Settlement as provided herein and to take all appropriate action required or permitted to be
11 taken by such parties pursuant to this Settlement and to otherwise effectuate its terms. The Parties
12 themselves and through their respective counsel will cooperate with each other to effect the
13 implementation of this Agreement. This Settlement shall be enforceable by motion under California
14 Code of Civil Procedure §664.6, notwithstanding the confidentiality provisions of California
15 Evidence Code §§1119, et seq. or otherwise.

16 M. Representative Plaintiffs Representation and Warranty Re: No Other Action.
17 Representative Plaintiffs each hereby warrant and represent that he has not filed any complaint,
18 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against Defendant or any
19 of the Released Parties with any court, governmental or administrative agency or any other entity
20 asserting any claim or claims released herein.

21 N. Non-Disparagement. To the fullest extent permitted by law, Representative
22 Plaintiffs agree not to disparage or publish or disseminate information (nor encourage or solicit the
23 disparagement or the dissemination of such information), whether oral or written, that is derogatory
24 in any manner or which may be harmful to Defendant’s or its management personnel’s business or
25 personal reputation, whether such information was acquired before, during, or after such
26 Representative Plaintiff’s employment with Defendant.

27 O. No Prior Assignment. The Parties hereto represent, covenant, and warrant that they
28 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,

1 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
2 action or rights herein released and discharged except as set forth herein.

3 P. Governing Law. All terms of this Agreement and the exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California, except to the extent
5 that federal law requires federal law to govern.

6 Q. Counterparts. This Agreement may be executed in one or more counterparts and by
7 facsimile or electronic transmittal. All executed copies of this Agreement, and photocopies thereof
8 (including facsimile or electronic copies of the signature pages), shall have the same force and
9 effect and shall be as legally binding and enforceable as the original.

10 R. Exhibits. This Agreement includes the attached exhibits.

11 S. Construction. The Parties have reached this Agreement through arms-length
12 negotiations. This Agreement has been drafted jointly by counsel for the Parties. Hence, for
13 purposes of any construction or interpretation of this Agreement, the Agreement shall not be
14 construed against either party as the principal drafter of the Agreement.

15 T. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the
16 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
17 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20 U. No Signature Required By Class Members On Settlement Agreement. Because the
21 Class Members are so numerous, it is impossible or impractical to have each one execute this
22 Agreement. The Class Notice will advise Class Members of the binding nature of this Settlement,
23 and this Agreement shall have the same force and effect as if this Agreement were executed by
24 each Class Member, subject to each Class Member's right to exclude himself or herself from the
25 Settlement as provided herein.

26 V. Titles and Captions of No Force. Paragraph titles or captions contained herein are
27 inserted for convenience and ease of reference, and do not define, limit, or extend the scope of the
28 terms of the Agreement and its provisions.

1 W. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
2 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
3 anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are
4 not providing representation or advice regarding tax or withholding matters in connection with this
5 Settlement.

6 X. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
7 agree that they will not issue any press releases, initiate any contact with the press, or Class
8 Members or PAGA Aggrieved Employees (excluding Representative Plaintiffs), respond to any
9 press inquiry, or have any communication with the press or Class Members or PAGA Aggrieved
10 Employees about this case and/or the fact, amount, or terms of the Settlement prior to the Court
11 granting preliminary approval of the Settlement.

12 **IT IS SO STIPULATED AND AGREED.**

13 Dated: 05/18/2026, By: Salvador Palacios SR
14 Representative Plaintiff Salvador Palacios, Sr., On
15 Behalf Of Himself, Class Members, and the PAGA
Aggrieved Employees

16 Dated: 05/19/2026, By: Salvador Palacios
17 Representative Plaintiff Salvador Palacios, Jr., On
18 Behalf Of Himself, Class Members, and the PAGA
19 Aggrieved Employees

20 Dated: _____, By: _____
21 Defendant Cagwin & Dorward, LLC
22 Print Name / Title: _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

1 W. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
2 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
3 anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are
4 not providing representation or advice regarding tax or withholding matters in connection with this
5 Settlement.

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7 agree that they will not issue any press releases, initiate any contact with the press, or Class
8 Members or PAGA Aggrieved Employees (excluding Representative Plaintiffs), respond to any
9 press inquiry, or have any communication with the press or Class Members or PAGA Aggrieved
10 Employees about this case and/or the fact, amount, or terms of the Settlement prior to the Court
11 granting preliminary approval of the Settlement.

12 **IT IS SO STIPULATED AND AGREED.**

13 Dated: _____, By: _____
14 Representative Plaintiff Salvador Palacios, Sr., On
15 Behalf Of Himself, Class Members, and the PAGA
16 Aggrieved Employees

17 Dated: _____, By: _____
18 Representative Plaintiff Salvador Palacios, Jr., On
19 Behalf Of Himself, Class Members, and the PAGA
20 Aggrieved Employees

20 Dated: 5/15/24, By: 
21 Defendant Cagwin & Dorward, LLC
22 Print Name / Title: Elizabeth Chrisman

1 APPROVED AS TO FORM ONLY:

2
3 BLACKSTONE LAW, APC

4 Dated: May 19, 2026

By: *Annabel Blanchard*
5 Barbara DuVan Clarke, Esq.
6 Annabel Blanchard, Esq.
Attorneys for Representative Plaintiffs

7 LIGHTGABLER LLP

8
9 Dated: _____, 2026

By: _____
10 Brian R. Weilbacher, Esq.
11 Benjamin F. Fraser, Esq.
12 Attorneys for Defendant
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14
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28

1 APPROVED AS TO FORM ONLY:

2
3 BLACKSTONE LAW, APC

4 Dated: _____, 2026

By: _____
Barbara DuVan Clarke, Esq.
Annabel Blanchard, Esq.
Attorneys for Representative Plaintiffs

7 LIGHTGABLER LLP

8
9 Dated: May 15, 2026

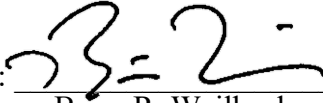
By:  _____
Brian R. Weilbacher, Esq.
Benjamin F. Fraser, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT

If You Are or Were a Non-Exempt Employee of Cagwin & Dorward, LLC, You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page **X**
2. What Is the Case About?..... Page X
3. How Much Can I Expect to Receive? Page X
4. What Is Final Approval of the Settlement?..... Page X
5. Who Are the Attorneys Representing the Parties?..... Page X
6. What Are My Options and Rights? How Will My Rights Be Affected?.....Page X
7. How Will the Attorneys and Representative Plaintiffs be Compensated
and How Will Other Settlement Costs Be Paid?.....Page **X**

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and related Private Attorneys General Act representative action lawsuit entitled *Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al.*, Case Nos. 23CV046932 (Class Action) and 23CV055924 (PAGA Action) that are now pending in the Alameda County Superior Court (collectively referred to as the “Action”). Defendant Cagwin & Dorward, LLC is referred to herein as “Defendant” or the “Company.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2026 at _____ a.m. (the “Preliminary Approval Date”) in the Alameda County Superior Court, State of California. At that hearing, the Honorable Somnath Raj Chatterjee, Superior Court Judge, granted preliminary approval to the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed Settlement. You have received this Notice because Defendant’s employee records indicate you are a Class Member.

This Settlement involves “Class Members” under the terms of the Settlement Agreement.

A “Class Member” is: a current or former non-exempt, hourly paid employee who worked for Defendant in California from March 31, 2021 through December 31, 2025 and is not subject to an arbitration agreement in connection with his or her employment with Defendant. The referenced time period is the “Class Period.”

The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on [REDACTED] at **XXX a.m.**, in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, CA 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. What Is the Case About?

On October 10, 2023, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”), filed a class action complaint in Alameda County Superior Court against Defendant. Following this, on December 1, 2023, Plaintiffs filed a related Private Attorneys General Act (“PAGA”) complaint alleging a single cause of action under PAGA (Case No. 23CV055924). The Class Action asserted various claims, including those denominated as follows: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods and unpaid meal premiums; (4) failure to provide rest periods and unpaid rest period premiums; (5) wages not timely paid during employment; (6) failure to provide accurate wage statements; (7) untimely final wages; (8) failure to reimburse necessary business expenses; and (9) violation of Business & Professions Code §17200, et seq. The PAGA complaint alleges one cause of action under PAGA (LC §§2698, et seq.) and seeks civil penalties on behalf of the State of California and aggrieved employees for alleged violations of the Labor Code claims contained in the class action complaint.

The Defendant’s Position: Defendant has denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiffs’ claims and allegations alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment or certification. Defendant contends, among other things, that it has complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After litigation activity and following the exchange of information regarding the claims asserted in the Action, the parties participated in a day-long mediation on June 26, 2025 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. At the mediation, a settlement was not reached, and following further litigation activity and further settlement discussions, a settlement in principle was reached based on a mediator’s proposal

to the parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiffs' counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval to the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendant is paying Four-Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) for settlement of the Class Action and the PAGA Action as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." The Gross Settlement Sum (*i.e.* the \$450,000.00) shall also be used for payment of attorneys' fees, litigation costs, costs of administering the settlement, Representative Plaintiffs' service payments, and the portion of the Gross Settlement Sum to be used for the PAGA Action settlement (the "PAGA Payment"), which is \$200,000. After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the "Net Settlement Sum") is the fund of money that will be distributed to pay settlement payments to Class Members. For the portion of the Gross Settlement Sum used for settlement of the PAGA Action (*i.e.* the \$200,000), 75% of such amount will be paid to the State of California's Labor and Workforce Development Agency (the "LWDA") and the remaining 25% will be paid to employees of Defendant who worked during the period relevant to the PAGA Action, which is September 26, 2022 through December 31, 2025 (the "PAGA Period"). Employees who worked during the PAGA Period are referred to as "PAGA Aggrieved Employees."

Based on your employment dates with Defendant, you are a Class Member and are not a PAGA Aggrieved Employee under the Settlement.

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called "the Distribution Formula." The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine each Settlement Class Member's and PAGA Aggrieved Employee's relative, proportional share of the settlement funds, and then convert such proportional shares into a monetary amount.

- **Class Action Distribution Formula:** Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such Settlement Class Member worked for Defendant as a non-exempt employee during the Class Period. Each Settlement Class Member's individual settlement payment will be calculated by: (a) dividing the Net Settlement Sum by the total number of workweeks worked by all Settlement Class Members during the Class Period, and (b) multiplying the result by each Settlement Class Member's workweeks during the Class Period.

BASED ON DEFENDANT'S RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- Your applicable workweek number for your class action gross settlement payment is:
- YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS:
 \$
 - NOTE: 25% of the above amount is designated as wages and is subject to payroll taxes and withholdings.

Note, the payment amount above is an estimate only, provided prior to final Court approval. Such estimate is subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members changes.

If the Court grants final approval to the Settlement, settlement checks will be mailed to recipients thereafter.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

4. *What is Final Approval of the Settlement?*

For the Settlement to become effective and you and other settlement class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all members of the settlement class as explained in this Notice, and settle the PAGA Action. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

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

<u>Attorneys for Plaintiffs & the Class</u>	<u>Attorneys for Defendant Cagwin & Dorward, LLC</u>
Blackstone Law, APC Barbara DuVan-Clarke <i>bdc@blackstonepc.com</i> Annabel Blanchard <i>ablanchard@blackstonepc.com</i> 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278	LightGabler LLP Brian R. Weilbacher <i>bweilbacher@lightgablerlaw.com</i> Benjamin F. Fraser <i>bfraser@lightgablerlaw.com</i> 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Telephone: (805) 248-7208

6. What Are My Options And Rights? How Will My Rights Be Affected?

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result.
SUBMIT A WORKWEEK DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the Settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendant is obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendant's payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must mail to the Settlement Administrator a written objection to the Settlement, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than **January 15, 2026**. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire. The hearing is currently scheduled for [REDACTED] at XXX a.m., in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, California 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, AND IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT, AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING UPON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must mail to the Settlement Administrator a written request to exclude yourself from the Settlement, which unambiguously requests to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], 2026. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you submit a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. You also will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action settlement.

Submitting a Workweek Dispute

If you dispute the workweek information set forth above, you must send a written dispute to the Settlement Administrator, at the address below, explaining why you dispute the number workweeks and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2026. Late or incomplete disputes will be invalid and will not be considered unless the Court approves late consideration of a late dispute.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and resolve the dispute based on such materials.

It is your responsibility to ensure the Settlement Administrator has timely received any document submitted in response to this Notice, including, for example, any dispute, exclusion request, or objection. You may (and should) contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all "Settlement Class Members" (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all "Settled Class Claims" against the Released Parties.

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

“Settlement Class Member” means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period (*i.e.* from March 31, 2021 through and including December 31, 2025) and is not subject to an arbitration agreement in connection with his or her employment with Defendant, and who has not validly excluded himself or herself from this Settlement.

“Settled Class Claims” means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in the complaint in the Class Action (including any previously filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, “Settled Class Claims” includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to maintain accurate records or provide requested records, unfair business practices or unfair competition, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties (exclusive of PAGA penalties), fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Class Claims” does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers’ compensation.

“Released Parties” means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

7. *How Will the Attorneys and Representative Plaintiffs Be Compensated and How Will Other Settlement Costs Be Paid?*

The attorneys for the Representative Plaintiffs and the Class, and the Representative Plaintiffs, will be paid from the \$450,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys may seek attorneys’ fees in an amount not to exceed one-third of the Gross Settlement Sum (*i.e.* \$150,000.00) and reimbursement for incurred, documented litigation costs not to exceed \$30,000. Representative Plaintiffs may seek service awards for the time devoted and benefits provided to the Class, and the risks assumed for serving as a representative plaintiff, and for entering into a broader release of all claims. The service award that may be requested will not exceed \$7,500 for each Representative Plaintiff (*i.e.* \$15,000 total), and this in addition to whatever settlement payment amount each Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$13,000 for payment to the third-party settlement administrator, Apex Class Action, LLC, to administer the Settlement, and \$200,000 that is

payable to the State of California (75%) and PAGA Aggrieved Employees (25%) for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that may be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator. Please refer to the Cagwin & Dorward, LLC Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review online at [\[\[administrator website address\]\]](#) or at the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, and online at <https://alameda.courts.ca.gov/>

Settlement Administrator Name and Contact Information:

[\[ADDRESS and TELEPHONE NUMBER\]](#)

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT

If You Are or Were a Non-Exempt Employee of Cagwin & Dorward, LLC, You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page **X**
2. What Is the Case About?..... Page X
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and How Will Other Settlement Costs Be Paid?.....Page **X**

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and related Private Attorneys General Act representative action lawsuit entitled *Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al.*, Case Nos. 23CV046932 (Class Action) and 23CV055924 (PAGA Action) that are now pending in the Alameda County Superior Court (collectively referred to as the “Action”). Defendant Cagwin & Dorward, LLC is referred to herein as “Defendant” or the “Company.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2026 at _____ a.m. (the “Preliminary Approval Date”) in the Alameda County Superior Court, State of California. At that hearing, the Honorable Somnath Raj Chatterjee, Superior Court Judge, granted preliminary approval to the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed Settlement. You have received this Notice because Defendant’s employee records indicate you are a Class Member.

This Settlement involves “Class Members” under the terms of the Settlement Agreement.

A “Class Member” is: a current or former non-exempt, hourly paid employee who worked for Defendant in California from March 31, 2021 through December 31, 2025 and is not subject to an arbitration agreement in connection with his or her employment with Defendant. The referenced time period is the “Class Period.”

The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on **at XXX a.m.**, in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, CA 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. What Is the Case About?

On October 10, 2023, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”), filed a class action complaint in Alameda County Superior Court against Defendant. Following this, on December 1, 2023, Plaintiffs filed a related Private Attorneys General Act (“PAGA”) complaint alleging a single cause of action under PAGA (Case No. 23CV055924). The Class Action asserted various claims, including those denominated as follows: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods and unpaid meal premiums; (4) failure to provide rest periods and unpaid rest period premiums; (5) wages not timely paid during employment; (6) failure to provide accurate wage statements; (7) untimely final wages; (8) failure to reimburse necessary business expenses; and (9) violation of Business & Professions Code §17200, et seq. The PAGA complaint alleges one cause of action under PAGA (LC §§2698, et seq.) and seeks civil penalties on behalf of the State of California and aggrieved employees for alleged violations of the Labor Code claims contained in the class action complaint.

The Defendant’s Position: Defendant has denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiffs’ claims and allegations alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment or certification. Defendant contends, among other things, that it has complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After litigation activity and following the exchange of information regarding the claims asserted in the Action, the parties participated in a day-long mediation on June 26, 2025 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. At the mediation, a settlement was not reached, and following further litigation activity and further settlement discussions, a settlement in principle was reached based on a mediator’s proposal

to the parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiffs' counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval to the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendant is paying Four-Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) for settlement of the Class Action and the PAGA Action as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." The Gross Settlement Sum (*i.e.* the \$450,000.00) shall also be used for payment of attorneys' fees, litigation costs, costs of administering the settlement, Representative Plaintiffs' service payments, and the portion of the Gross Settlement Sum to be used for the PAGA Action settlement (the "PAGA Payment"), which is \$200,000. After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the "Net Settlement Sum") is the fund of money that will be distributed to pay settlement payments to Class Members. For the portion of the Gross Settlement Sum used for settlement of the PAGA Action (*i.e.* the \$200,000), 75% of such amount will be paid to the State of California's Labor and Workforce Development Agency (the "LWDA") and the remaining 25% will be paid to employees of Defendant who worked during the period relevant to the PAGA Action, which is September 26, 2022 through December 31, 2025 (the "PAGA Period"). Employees who worked during the PAGA Period are referred to as "PAGA Aggrieved Employees."

Based on your employment dates with Defendant, you are a Class Member and a PAGA Aggrieved Employee under the Settlement.

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called "the Distribution Formula." The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine each Settlement Class Member's and PAGA Aggrieved Employee's relative, proportional share of the settlement funds, and then convert such proportional shares into a monetary amount.

- **Class Action Distribution Formula:** Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such Settlement Class Member worked for Defendant as a non-exempt employee during the Class Period. Each Settlement Class Member's individual settlement payment will be calculated by: (a) dividing the Net Settlement Sum by the total number of workweeks worked by all Settlement Class Members during the Class Period, and (b) multiplying the result by each Settlement Class Member's workweeks during the Class Period.
- **PAGA Claim Distribution Formula:** Because an employee cannot opt out of the PAGA claim settlement, each employee who worked during the PAGA Period (*i.e.* September 26, 2022 through December 31, 2025) shall also receive his or her individual share of the PAGA

Payment. The PAGA Payment is Two-Hundred Thousand Dollars and No Cents (\$200,000), and this is the portion of the Gross Settlement Sum allocated to settling and resolving the PAGA Action. 75% of the PAGA Payment will be paid to the State of California's LWDA and the remaining 25% will be paid to employees who worked during the PAGA Period. An eligible employee's share of the PAGA Payment is calculated as follows: (a) the number of pay periods each PAGA Aggrieved Employee worked as an hourly non-exempt employee for Defendant during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Aggrieved Employees working during the PAGA Period; and then (c) multiplied by the employee portion of the PAGA Payment amount (*i.e.* 25% of \$200,000, or \$50,000).

BASED ON DEFENDANT'S RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- Your applicable workweek number for your class action gross settlement payment is: [REDACTED]
- Your applicable pay period number for your PAGA payment share is: [REDACTED]
- YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS: \$ [REDACTED]
 - NOTE: 25% of the above amount is designated as wages and is subject to payroll taxes and withholdings.
- YOUR ESTIMATED PAGA PAYMENT SHARE IS: \$ [REDACTED]

Note, the payment amounts above are an estimate only, provided prior to final Court approval. Such estimates are subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members and PAGA Aggrieved Employees changes.

If the Court grants final approval to the Settlement, settlement checks will be mailed to recipients thereafter.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

4. *What is Final Approval of the Settlement?*

For the Settlement to become effective and you and other settlement class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all members of the settlement class as explained in this Notice, and settle the PAGA Action. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

5. Who Are the Attorneys Representing the Parties?

<u>Attorneys for Plaintiffs & the Class</u> Blackstone Law, APC Barbara DuVan-Clarke <i>bdc@blackstonepc.com</i> Annabel Blanchard <i>ablanchard@blackstonepc.com</i> 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278	<u>Attorneys for Defendant Cagwin & Dorward, LLC</u> LightGabler LLP Brian R. Weilbacher <i>bweilbacher@lightgablerlaw.com</i> Benjamin F. Fraser <i>bfraser@lightgablerlaw.com</i> 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Telephone: (805) 248-7208
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6. What Are My Options And Rights? How Will My Rights Be Affected?

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the Settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendant is obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendant's payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must mail to the Settlement Administrator a written objection to the Settlement, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than [REDACTED], 2026. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire. The hearing is currently scheduled for [REDACTED] at XXX a.m., in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, California 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, AND IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT, AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING UPON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must mail to the Settlement Administrator a written request to exclude yourself from the Settlement, which unambiguously requests to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], 2026. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you submit a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. You also will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action settlement.

Whether you submit an exclusion request or not, you will, however, be bound by any Court-approved PAGA settlement in the case, and you will receive, if eligible, a share of the Court-approved PAGA payment amount.

Submitting a Workweek or Pay Period Dispute

If you dispute the workweek or pay period information set forth above, you must send a written dispute to the Settlement Administrator, at the address below, explaining why you dispute the number workweeks and/or pay periods and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2026. Late or incomplete disputes will be invalid and will not be considered unless the Court approves late consideration of a late dispute.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and resolve the dispute based on such materials.

It is your responsibility to ensure the Settlement Administrator has timely received any document submitted in response to this Notice, including, for example, any dispute, exclusion request, or objection. You may (and should) contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all "Settlement Class Members" (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all "Settled Class Claims" against the Released Parties.

Regarding the PAGA claim release of claims, Representative Plaintiffs, the State of California, and the Labor & Workforce Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved Employees, shall fully, finally, and forever release, relinquish, settle, and discharge all "PAGA Released Claims" against the "Released Parties."

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

"Settlement Class Member" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period (*i.e.* from March 31, 2021 through and including December 31, 2025) and is not subject to an arbitration agreement in connection with his or her employment with Defendant, and who has not validly excluded himself or herself from this Settlement.

"Settled Class Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in the complaint in the Class Action (including any previously filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, "Settled Class Claims" includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime,

unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to maintain accurate records or provide requested records, unfair business practices or unfair competition, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties (exclusive of PAGA penalties), fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. "Settled Class Claims" does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation.

"PAGA Aggrieved Employee" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period (*i.e.* from September 26, 2022 through and including December 31, 2025).

"PAGA Released Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), including, violations of the California Labor Code. By way of illustration only and not as a limitation, "PAGA Released Claims" includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records or provide requested records, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief to the extent recoverable under the PAGA statute.

"Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

7. *How Will the Attorneys and Representative Plaintiffs Be Compensated and How Will Other Settlement Costs Be Paid?*

The attorneys for the Representative Plaintiffs and the Class, and the Representative Plaintiffs, will be paid from the \$450,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys may seek attorneys' fees in an amount not to exceed one-third of the Gross Settlement Sum (*i.e.* \$150,000.00) and reimbursement for incurred, documented litigation costs not to exceed \$30,000. Representative Plaintiffs may seek service awards for the time devoted and benefits provided to the Class, and the risks assumed for serving as a representative plaintiff, and for entering into a broader release of all claims. The service award that may be requested will not exceed \$7,500 for each Representative Plaintiff (*i.e.* \$15,000 total), and this in addition to

whatever settlement payment amount each Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$13,000 for payment to the third-party settlement administrator, Apex Class Action, LLC, to administer the Settlement, and \$150,000 that is payable to the State of California for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that may be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator. Please refer to the Cagwin & Dorward, LLC Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review online at [\[\[administrator website address\]\]](#) or at the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, and online at <https://alameda.courts.ca.gov/>

Settlement Administrator Name and Contact Information:

[ADDRESS and TELEPHONE NUMBER]

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

EXHIBIT B

[Date], 2026

Apex Class Action, LLC

[Apex Class Action Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendant Cagwin & Dorward, LLC (“Defendant,” or the “Company”) indicate that you worked for Defendant for some time from September 26, 2022 through December 31, 2025. This notice relates to the settlement of a lawsuit entitled *Salvador Palacios, Sr. v. Cagwin & Dorward, LLC, et al.*, Case No. 23CV055924 (the “Action”).

In the Action, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”) made allegations and sought civil penalties against Defendant pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiffs made a variety of allegations in connection with the PAGA claim, including, for example, alleged unpaid minimum wages; alleged unpaid overtime; alleged failure to provide meal periods and unpaid meal premiums; alleged failure to provide rest periods and unpaid rest period premiums; alleged wages not timely paid during employment; alleged failure to provide accurate wage statements; alleged untimely final wages; and alleged failure to reimburse necessary business expenses.

Defendant Has Disputed and Denied All of Plaintiffs’ Claims and Allegations: From the beginning of the case and to the present, Defendant has disputed and denied all of Plaintiffs’ claims and allegations, has asserted the claims are without basis and invalid, and have asserted that Defendant has complied with all laws, including the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendant chose to resolve this matter solely to minimize the expense and disruption to their business caused by the Action.

The Court has not issued any ruling regarding whether Plaintiffs’ Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendant made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendant agreed to, and the Court has approved, a settlement under which the Company has paid, in total, the PAGA settlement amount of \$200,000. In accordance with the Court's approval, the settlement amount is being distributed to the State of California and the Company's employees.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The PAGA settlement amount is divided, as provided by law, between the State of California and Defendant's allegedly aggrieved employees, with the State receiving 75 percent of the PAGA settlement amount and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, the State of California, and the Labor & Workforce Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved Employees, have fully, finally, and forever released, relinquished, settled, and discharged all "PAGA Released Claims" against the "Released Parties."

"PAGA Aggrieved Employee" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period (*i.e.* from September 26, 2022 through and including December 31, 2025).

"PAGA Released Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), including, violations of the California Labor Code. By way of illustration only and not as a limitation, "PAGA Released Claims" includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records or provide requested records, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief to the extent recoverable under the PAGA statute.

"Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with the

Company. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the Court-approved cy pres recipient.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.

EXHIBIT D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

SALVADOR PALACIOS SR., and
SALVADOR PALACIOS, JR., individually
and on behalf of others similarly situated,

Plaintiffs,

vs.

CAGWIN & DORWARD; CAGWIN &
DORWARD HOLDCO INC; CAGWIN &
DORWARD, LLC; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23CV046932 (Class Action)
Related Case No.: 23CV055924 (PAGA
Action)

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

Judge: The Honorable Somnath Raj Chatterjee
Dept.: 21

Complaint Filed: October 10, 2023
Trial Date: Not Set

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1 enter an appearance through counsel or appear on his or his own behalf will be represented by Class
2 Counsel.

3 4. For purposes of this Settlement, plaintiffs Salvador Palacios, Sr., and Salvador
4 Palacios, Jr., are hereby appointed as Representative Plaintiffs, for purposes of the claims both
5 individually and on behalf of all Class Members and PAGA Aggrieved Employees.

6 5. The Court approves Apex Class Action, LLC as the Settlement Administrator and
7 preliminarily approves that Settlement administration costs shall be paid in accordance with the
8 Settlement Agreement and deducted from the Gross Settlement Sum. The cost of administration
9 includes all tasks required of the Settlement Administrator by the Settlement and the administration
10 of this Settlement, including the issuance of the Class Notices. The Settlement Administrator is
11 directed to perform all responsibilities set forth for the Settlement Administrator as set forth in the
12 Settlement Agreement and as otherwise necessary for purposes of administering the Settlement in
13 accordance with its terms and this Court's orders.

14 6. The Court hereby preliminarily approves the proposed Settlement upon the terms and
15 conditions set forth in the signed Settlement Agreement. The Court finds that the Settlement appears
16 to be within the range of reasonableness necessary for preliminary approval by the Court. It appears
17 to the Court that the Settlement's terms are fair, adequate, and reasonable as to all potential Class
18 Members when balanced against the probable outcome of further litigation, and given the risks
19 relating to liability and damages. The Court has also reviewed and considered the PAGA claim
20 settlement terms in accordance with Labor Code §2699 et. seq., and the Court finds, for purposes
21 of preliminary approval, that aspect of the Settlement to be fair, adequate, and reasonable as well.
22 It further appears that extensive investigation and research has been conducted such that counsel
23 for the parties previously have been, and remain, reasonably able to evaluate their respective
24 positions. It further appears to the Court that the Settlement at this time would avoid substantial
25 additional costs being incurred by all parties, as well as the delay and risks that would be presented
26 by further litigation and prosecution of the Action. It appears the Settlement has been reached as a
27 result of intensive, arms-length negotiations, including utilizing an experienced third-party neutral
28 in connection with the Settlement.

1 7. The Court preliminarily approves the Gross Settlement Sum of \$450,000, with the
2 Net Settlement Sum to be paid to Settlement Class Members being calculated by subtracting the
3 following from the Gross Settlement Sum: 1) the Settlement Administrator fees and costs to be paid
4 to Apex Class Action, LLC (not to exceed \$13,000.00); 2) Class Counsel's attorneys' fees (not to
5 exceed 1/3 of the Gross Settlement Sum or \$150,000); 3) Class Counsel's documented costs (not
6 to exceed \$30,000.00); 4) Service Awards to be paid to Representative Plaintiffs (not to exceed
7 \$7,500 each); and 5) \$200,000 from the Gross Settlement Sum shall be allocated to settlement and
8 resolution of the related PAGA Action, of which 75% (\$150,000) will be paid directly to the Labor
9 & Workforce Development Agency ("LWDA"), and the remaining 25% (\$50,000) will be
10 distributed to the PAGA Aggrieved Employees. The Court finds on a preliminary basis that the
11 terms of the Settlement relating to the payment of Settlement Administration fees, payment of Class
12 Counsel's fees and reasonable litigation costs, the payment of Service Awards to the Representative
13 Plaintiffs, payment of the PAGA Payment, and the allocation of payments to Settlement Class
14 Members appears to be within the range of reasonableness of a settlement that could ultimately be
15 given final approval by the Court, with the actual award amounts of such categories to be
16 determined at the time of the final approval hearing. The Court preliminarily approves the methods
17 and formulas provided for in the Settlement Agreement to be used by the Settlement Administrator
18 for calculating individual settlement payments to Class Members, and the payments to the LWDA
19 and PAGA Aggrieved Employees.

20 8. Within fifteen (15) calendar days after entry of this Order, Defendant will provide the
21 Settlement Administrator the name, last known address, and Social Security number of each Class
22 Member and PAGA Aggrieved Employee, along with their respective weeks worked during the
23 Class Period and/or pay periods worked during the PAGA Period. ("Class Data"). The Settlement
24 Administrator will use such information for purposes of calculating each Class Member's share of
25 the Net Settlement Sum, for calculating each PAGA Aggrieved Employee's PAGA Individual
26 Payment, and for mailing the Class Notice to Class Members.

27 9. The Court hereby approves, as to form and content, the Class Notices, attached as
28 Exhibits A and B to the Settlement Agreement. The Court finds that distribution of the Class Notices

1 to Class Members, substantially in the manner and form set forth in the Settlement Agreement and
2 this Order, meets the requirements of due process and is the best notice practicable under the
3 circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court
4 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all
5 Class Members within fifteen (15) calendar days of receipt of the Class Data, pursuant to the terms
6 set forth in the Settlement Agreement.

7 10. Any Class Member may choose to opt out of and be excluded from the Settlement as
8 provided in the Settlement Agreement and Class Notices and by following the instructions for
9 submitting a request for exclusion. Any person who timely and properly excludes himself or herself
10 from the Settlement will not be bound by it, will not receive a settlement payment from it, or have
11 any right to object, appear in connection with the Settlement, or appeal from the Settlement. A Class
12 Member who has not timely and properly requested exclusion shall, unless otherwise specifically
13 ordered by the Court, be bound by all determinations of the Court, the Settlement, and the Judgment
14 thereon.

15 11. Any Class Member who does not exclude himself or herself from the Settlement may
16 object to the Settlement as provided herein and appear at the Final Approval Hearing to show cause
17 why the proposed Settlement or its terms should not be approved. Unless otherwise ordered or
18 permitted by the Court, objections must be timely submitted and in conformance with the
19 procedures for objections set forth in the Settlement Agreement. A Class Member who submits a
20 valid objection to the Settlement or as otherwise permitted by the Court may enter an appearance
21 on his or her own behalf, or through his/her own attorney but no appearance is required for a written
22 objection to be considered by the Court. If the Court approves the Settlement, over a Class
23 Member's objection, the Class Member will be bound by the Settlement in all respects. A Class
24 Member who does not make his or her objection as provided for herein shall, unless otherwise
25 specifically ordered by the Court, be deemed to have waived such objection and shall be foreclosed
26 from making any objection, including, without limitation, concerning the Settlement and releases
27 of claims provided for therein, the distribution of the Gross Settlement Sum, Settlement
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1 Administrator fees, the PAGA claim settlement, attorneys' fees and costs awarded to Class Counsel,
2 and the Service Awards to the Representative Plaintiffs.

3 12. The Court preliminarily approves the releases of claims provided for in the Settlement
4 Agreement, and if the Settlement Agreement is granted final approval by the Court, Representative
5 Plaintiffs, Settlement Class Members, and the State of California and Labor & Workforce
6 Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved
7 Employees, shall be subject to the releases of claims as provided for therein in accordance with the
8 terms of the Settlement Agreement.

9 13. **A Settlement Fairness / Final Approval Hearing (the "Final Approval Hearing")**
10 **shall be held on:** _____, at _____ a.m./p.m. before the Honorable Somnath
11 Raj Chatterjee in Department 21 of the Alameda County Superior Court. The purpose of such
12 hearing will be to determine all necessary matters concerning the Settlement, including, without
13 limitation: (a) determining whether the proposed Settlement should be finally approved by the
14 Court as fair, reasonable, and adequate, including the PAGA settlement; (b) determining approval
15 of the Settlement Administrator's administration fees; (c) determining approval of Class Counsel's
16 request for attorneys' fees and reasonable litigation costs; and (d) determining approval of the
17 Service Awards requested for the Representative Plaintiffs. All papers in support of granting final
18 approval to the Settlement and any application for Settlement Administrator fees, attorneys' fees
19 and costs, and Representative Plaintiffs' service awards, shall be filed no later than sixteen court
20 days before the Final Approval Hearing.

21 14. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and other administration dates provided for in the Settlement, without further notice to the
23 Class, and retains jurisdiction to consider further matters concerning the Settlement.
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1 15. All further proceedings in the Action shall be stayed except such proceedings
2 necessary to review, approve, and implement the Settlement as provided for herein.

3 **IT IS SO ORDERED**

4
5 Dated: _____

The Honorable Somnath Raj Chatterjee
Judge of the Superior Court