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Attorneys for Plaintiffs CHARLES LAIZURE and BENJAMIN BRAVO, Individually, and on behalf of other members of the general public similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MADERA

CHARLES LAIZURE and BENJAMIN BRAVO, individually, and on behalf of other members of the general public similarly situated,

Plaintiff

v.

ALLWIRE, INC., a California Corporation;
and DOES 1-10, inclusive

Defendants

CASE NO. MCV087990

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 24, 2025
Time: 8:30 a.m.
Judge: Hon. Eric J. LiCalsi
Dept.: 44

1 I, Eric K. Yaeckel, hereby declare as follows:

2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiffs BENJAMIN
4 BRAVO and CHARLES LAIZURE individually and on behalf of the general public similarly
5 situated, in the above-captioned matter. I make this declaration in support of Plaintiffs'
6 Unopposed Motion for Preliminary Approval of Class Action Settlement.

7 2. I have personal knowledge of the facts set forth in this declaration and if called to testify as a
8 witness, I could and would do so.

9 **Background and Investigation**

10 3. On November 30, 2025 Plaintiff Benjamin Bravo filed the initial Complaint in this matter.
11 The Complaint alleged proposed representative PAGA claims only, under the California Labor
12 code involving, *inter alia*, (1) failure to pay minimum wages; (2) failure to pay proper overtime
13 compensation; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure
14 to provide all gratuities owed; (6) failure to reimburse employees for necessary business
15 expenses; (7) failure to provide accurate itemized wage statements; and (8) failure to pay all
16 wages to upon termination. On November 25, 2024 Plaintiff Benjamin Bravo filed a First
17 Amended Complaint (the "Operative Complaint") (1) adding Plaintiff Charles Laizure; and
18 (2) asserting the same such claims on a putative class action basis as statutory claims under the
19 California Labor Code and the California Business and Professions Code.

20 4. Plaintiffs propounded 1 set of separate written discovery devices on Defendant, including
21 requests for admission, special interrogatories, requests for production of documents, and
22 general and employment form interrogatories. Through these requests, Plaintiffs sought, among
23 other information and documents, Defendants' compensation policies, meal and rest period
24 policies, employee handbooks, wage statements, time records, job descriptions, and
25 reimbursement policies.

26 5. On November 19, 2024, the Parties attended a Mediation before experienced "Wage and Hour"
27 Mediator, Chris Barnes, Esq. Prior to mediation, counsel for both parties agreed to the informal
28

1 exchange of information, and case theories and defenses pertinent to a class-wide settlement.
2 Plaintiffs' counsel was provided with, among other things, a sampling of time and payroll
3 records for the aggrieved employees, data points for the aggrieved employees, relevant policy
4 and other documents pertaining to Defendant's wage and hour policies, and Plaintiffs'
5 personnel records, time records, payroll records, and wage statements. Prior to mediation,
6 plaintiffs prepared and provided a detailed mediation brief.

- 7 6. Subsequent to the November 19, 2024 Mediation, the parties accept a mediator's proposal and
8 reached a Settlement. As of May 12, 2025, the parties agreed on all final terms of the
9 settlement which was memorialized in the Agreement, which is attached to this declaration
10 as **Exhibit A**. Plaintiffs now seeks the Court's preliminary approval of the Agreement.

11 **Terms of the Agreement**

- 12 7. The parties agreed to use CAC Services Group, LLC, as the "Settlement Administrator" for
13 purposes of providing the Notice to Settlement Class Members, issuing payments pursuant to
14 the Agreement, and to administer the claims. CAC's sole business has been the administration
15 of class action settlements and class action notices, an area in which it has extensive
16 experience.
- 17 8. Class Members will be entitled to an average share of approximately **\$2,035.90**. I calculated
18 this number by taking the total settlement amount, subtracting all contingent costs as proposed
19 on page one of the memorandum, and dividing by the estimate of 75 Class Members. This is
20 an estimate only as the actual share will depend on the amount of pay periods they were
21 employed during the limitations period.
- 22 9. A true and correct copy of the parties agreed upon Class Notice is attached as **Exhibit B**.
- 23 10. The Class Representative Enhancement Payment was a part of good faith negotiations and is
24 intended to recognize that it was the Class Representatives (Mr. Bravo and Mr. Laizure) who
25 initiated the lawsuit, initiated the PAGA claim, provided critical documents and witnesses to
26 their attorneys, and worked with their attorneys to propound and prepare written discovery, all

1 in an effort to obtain money allegedly owed not only to themselves, but to hundreds of other
2 employees.

3 **Claims Analysis and Potential Recovery**

4 11. Each of the primary claims also had risks to maintaining class certification and a finding of
5 liability. If Defendants' defenses were successful, the class would not receive anything. As is
6 set forth below, this office submits that the most realistic "best case" scenario would be an
7 average recovery per class member of approximately **\$2,035.90**, and a worst case scenario
8 would be a recovery of \$0, by way of decertification or defense verdict.

9 12. Given all the risks on each claim, the estimated **\$2,035.90** average recovery secured via this
10 settlement is a reasonable compromise and is in the best interests of the class given all the risks
11 of continued litigation.

12 **Damage Calculations**

13 13. The following estimated damage calculations were completed after review of the sampling of
14 class member time and wage records, and after interviews with Plaintiffs, and other class
15 members. The breakdown of the damage and penalties calculation is as follows:

16 **Unpaid Compensation Violations:** **\$17.34** (average hourly rate) x **55** (employee positions)
17 x **6** (years at issue in limitations period) x **1.5** (min. overtime premium owed) x **6** (average
18 number of unpaid Overtime hours, per employee, per year) = **\$51,499.80**

19 **Meal Period Policy Violations:** **\$17.34** (average hourly rate) x **55** (employee positions) x **6**
20 years at issue in limitations period) x **40** (approximate meal period violations per employee in
21 a year) = **\$228,888.00**

22 **Rest Period Policy Violations:** **\$17.34** (average hourly rate) x **55** (employee positions) x **6**
23 (years at issue in limitations period) x **250** (approximate rest period violations per employee
24 in a year) = **\$1,430,550.00**

25 **Labor Code § 226 Penalties:** **55** (employee positions) x **25** (average number of Wage
26 statements received, per employee, per year) x **\$100** (penalty amount) x **6.0** (years in
27 limitations period) = **\$825,000.00**

Labor Code §2802 Penalties: 4,507(total number of employees) x \$10 (estimated average amount of reimbursement due per employee) = **\$45,070.00.**

Labor Code § 203 Penalties: 32 (number of former employees) x \$17.34 (average rate of pay) x 8.05 (average number of work hours, per day) x 30 (days for recovery, per statute)= **\$134,003.52.**

“PAGA” Violations: 8 (separate Labor Code violations based on the above claims) x \$100 (per violation) x 1,778 (pay periods in limitations period) = **\$1,422,400.** The aggrieved employees are only entitled to a 25% share of this amount, which is **\$355,600.**

14. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total judgment of **\$3,070,611.32.**

Relevant Case Law Supports a Further Reduction on any Recovery

15. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching the maximum damages set forth above. To wit, the majority of the damages above are “derivative” penalties under PAGA, Labor Code § 203 and Labor Code § 226.
16. Please see the analysis of the relevant case law cited in the memorandum (pp.12) which allows significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for the same underlying conduct and declines to automatically award §§ 203 and 226 penalties for meal and rest break violations without a further evidentiary showing.
17. Our office believes a mitigation of the damages and potential PAGA penalties would be warranted here. Defendants stepped up to discuss early resolution. Defendants also committed to make changes to the challenged timekeeping and meal and rest period policies after receiving notice of this lawsuit. Also, as in the *Carrington* case (which was handled by this office), there is evidence that Defendant attempted to provide meal and rest periods *in practice*, even where the breaks were missed. Given this, it is likely that any violations by Defendant were not “willful.” Finally, given the defenses raised by Defendant to maintaining this matter as a class or representative action, there was a significant risk that many of the claims would not have even been able to survive to a trial.

1 18. As to the ex-employee claim pursuant to Labor Code § 203, the parties agree the failure to pay
2 “ex-employees” claim is derivative of the other claims. As Defendants are able to assert a
3 “good faith dispute” for withholding any unpaid wages, it would be difficult to establish any
4 liability for a “willful” failure to pay wages owed.

5 19. Given my experience, I believe it would be likely that PAGA penalties would be reduced to
6 approximately \$5 a violation, and the Court would decline to impose Labor Code § 203 and
7 Labor Code § 226 penalties.

8 20. If this happened, the realistic anticipated “best case” judgment following trial would be
9 approximately \$1,773,787.80. Discounting 40% for contingent costs (fees and costs award,
10 enhancement bonus, administration, etc.), the average class member’s share of this recovery
11 would be **\$14,190.30** (\$1,064,272.68 divided by 75 class members). Given our office’s
12 analysis, I submit this number is the most likely “best case” recovery per class member. Given
13 all the risks on each claim the estimated **\$2,035.90** average recovery secured via this settlement
14 is a reasonable compromise and is in the best interests of the class given all the risks of
15 continued litigation. In addition, Class Members who worked during the PAGA Period (*i.e.*,
16 Aggrieved Employees) will receive a *pro rata* share of the \$10,00.00 allocated as PAGA
17 penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based
18 on the number of Qualifying Pay Periods worked by each Aggrieved Employee during the
19 PAGA Period. Plaintiffs’ counsel maintains this recovery was significant in light of the
20 circumstances of the case.

21 **Analysis of Risk on Each Potential Claim**

22 21. Plaintiffs’ unpaid wages (and unpaid overtime) claims were based on the allegation that
23 employees were performing unpaid work due to the ALLWIRE timekeeping system, which
24 up until November 1, 2021 "rounded" employee in and out times to the nearest 15 minute
25 increment. Numerous anomalies were observed within the data where ALLWIRE simply failed
26 to pay for multiple hours of work recorded on the time record. Moreover, ALLWIRE time
27 records and wages statements show thousands of examples of under-payments, due to an illegal
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1 "transactional transfer" system. Plaintiff alleged this resulted in regular time and overtime pay
2 being owed where Defendants were on notice of work being performed without pay.
3 Defendants denied that work hours were rounded and that employees were not paid for time
4 worked. Defendants also denied that any unpaid work occurred, and even if some did occur,
5 ALLWIRE claimed it was not on notice of these alleged Labor Code violations and had a strict
6 written prohibition against off-the-clock work and a mandate that all time worked must be
7 accurately recorded. ALLWIRE asserted proof of these alleged violations would require
8 individualized inquiries, which could make any PAGA claims unmanageable.

9 22. As to meal and rest period claims, Plaintiffs were able to identify hundreds of examples of
10 missing, short, or late Meal Periods without the provision of a Meal Period penalty payment.
11 Where ALLWIRE has paid "some" Meal Period Penalties, the California Supreme Court has
12 held this is an admission that a Labor Code violation occurred, triggering additional PAGA
13 penalties. ALLWIRE failed to maintain records of the purported meal periods taken by any of
14 its employees. Up until November 1, 2021 ALLWIRE "altered" or "rounded" employee in and
15 out times to the nearest 15 minute increment. Further, for many employees during this time
16 ALLWIRE failed to record any in or out punches for employee Meal Periods. Without any
17 recorded in/out punches for employee it is not possible to determine whether employees were
18 receiving fully compliant Meal Periods. This establishes rebuttable evidence of liability and
19 violates the direct mandate to record the start and stop times of all meal periods. However,
20 Defendant argued that these records do not conclusively show whether (1) ALLWIRE actually
21 failed to provide the meal period, or (2) whether the individual was working on a federal
22 enclave and therefore lacked standing to bring a Meal and Rest period claim. Defendant further
23 argued that evidence existed that rebutted any presumption that the same records could be used
24 as a basis for determining liability. ALLWIRE contended there was no uniform policy or
25 practice of denying Meal and Rest Periods, requiring individualized inquiries that would make
26 any PAGA claims unmanageable.

- 1 23. Plaintiffs allege that the Rest Period policy does not explicitly allow employees to "leave the
2 premises" and/or "worksite" and thus retains control over its employees at all times. Further,
3 for the preceding years 2018 through 2021 ALLWIRE was unable to produce any evidence of
4 a standalone Meal or Rest Period Policy and as such was in direct violation of California law
5 for those years. ALLWIRE pointed out that it provided for adequate breaks and argued that
6 employers are not obligated to "police" meal periods and are not obligated to ensure employees
7 are actually taking and not skipping rest periods. ALLWIRE also contended individualized
8 inquiries abound as to why individual employees may have failed to take appropriate Meal or
9 Rest Periods.
- 10 24. As to the wage statement claims, Plaintiffs acknowledge that these claims are largely
11 derivative, in that both the gross and net wages could be found to be inaccurate, due to the
12 above-referenced claims. ALLWIRE argued that the failure to list gross and net wages are
13 derivative of other claims that may ultimately fail and as a result there is no "knowing and
14 intentional failure" to list information, which triggers liability under Labor Code §226(e).
- 15 25. The California Supreme Court has recently held that the failure to pay meal and rest period
16 premiums *may* give rise to a claim for inaccurate wage statements (or waiting time penalties).
17 However, such derivative liability is not automatic and the Plaintiff still must show a "knowing
18 and intentional" or "wilful" failure to comply with the Labor Code. See *Naranjo v. Spectrum*
19 *Security Services, Inc.* (2022) 13 Cal.5th 93,109. Defendants (as with the underlying meal and
20 rest period claims) maintained individualized inquiries would abound as to why breaks were
21 missed and whether meal and rest period premiums should have been paid, requiring
22 individualized inquiries that would make any PAGA claims unmanageable.
- 23 26. Plaintiffs contend that ALLWIRE violated Labor Code section 2802 by failing to reimburse
24 its employees for certain costs, including cellular phone costs. ALLWIRE countered that
25 employees were not required to incur mileage expenses or cell phone costs and on the rare
26 occasion an employee incurred Business-related expenses, they were reimbursed.
- 27
28

1 27. Plaintiffs separately alleged that ALLWIRE failed to include the value of non-discretionary
2 compensation, including bonuses, commissions and employee discounts for purposes of
3 calculating the regular rate of pay. ALLWIRE pays its employees at the *exact* hourly rate, and
4 does not include the value of additional compensation including non-discretionary bonuses,
5 commissions and employee discounts.

6 28. Based on all of the above, my experience, and all the information within the moving papers,
7 I submit that this proposed Settlement is fair, adequate and reasonable. I also submit it is well
8 within the accepted range of recoveries for similar wage and hour class actions.

9 **Certification of the Proposed Settlement Class is Appropriate**

10 29. Here, Defendant's records show that approximately **75 class members** worked for the
11 company during the limitations period.

12 30. Here, for purposes of the Settlement, the parties agree the claims of Class Members all involve
13 the same questions of law and fact. Namely, all class members were subject to the same
14 employment policies and practices of Defendant.

15 31. The proposed class representative has no adverse interests to the class. Plaintiffs are paid based
16 on the same formula as other class members and have claims substantially the same as all the
17 other Class Members.

18 32. Additionally, any Class Member who wishes to "opt out" of the Settlement may do so and
19 retain all of their individual rights. Therefore there is no conflict of interest between the Class
20 Representatives and the Class Members. Thus, at least for settlement purposes, we submit the
21 adequacy prong is met.

22 33. The proposed class is ascertainable because all Class Members currently or formerly worked
23 for Defendant as a nonexempt employee and will be identified through Defendant's
24 employment records. Thus, the ascertainability requirement is met.

25 34. Given that there are 75 individuals, it would be preferable to resolve all of the Class Members'
26 claims by means of a class-wide settlement than to require each Class Member to litigate his
27 or her individual claims.

Preliminary Approval of the Class Action Settlement Is Proper

35. When negotiating the Settlement, both sides took into account the strengths and weaknesses of their opponent's positions as pointed out by mediator Chris Barnes, the data available to evaluate liability and damages, the lack of data or evidence on certain issues, and the substantial and evolving law applicable to the merits of the claims. The Agreement was only agreed to after extensive arms-length negotiations resulting in a unique compromise that permits all parties to move forward and bring this action to close. Despite a mutual desire to resolve this action, the negotiations remained at all times adversarial.
36. I believe this settlement is in the best interest of the class as it provides **(1)** a guaranteed favorable result; **(2)** guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and **(3)** significant savings in attorneys' fees and costs, which would have increased had the case progressed through trial and possible appeals.
37. Without entering into the Agreement, there existed a significant chance that Defendants would prevail on the merits of some or all claims and that Class Members would receive nothing. Through the Agreement, participating Class Members receive guaranteed cash, and this action has also been the catalyst for programmatic relief.
38. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being litigated, the parties may be required to hire multiple experts each (as many as 8 total). This would result in not only the production of eight expert reports, but eight depositions as well. And, based on previous discussions between counsel regarding the remaining claims (including the PAGA claims), I anticipated at least one motion to compel, and two dueling motions for summary judgment / adjudication (one from each side).
39. Importantly, even after engaging in all of the potential continued and protracted litigation set forth above, the putative class would continue to have no guarantee of success on any of the

claims advanced in this case. Thus, the parties and their counsel believe in good faith that the proposed resolution is a fair, reasonable, and adequate compromise.

40. Class Counsel has considerable experience in wage and hour and class action litigation. William Sullivan has over 30 years of experience, 29 years of which has been devoted to both prosecuting and defending class action litigation. Mr. Yaeckel has over 14 years of experience in “class litigation.” Mr. Kuhn has 6 years of experience in class action litigation.

41. Based on this experience, and all other relevant factors addressed above, our firm believes the Agreement to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. We further believe the Agreement is in the best interests of the Settlement Class Members.

42. Based on this experience, we also believe the \$30,000 allocation towards the PAGA claims is a fair, reasonable, and adequate allocation, especially given the risks of mitigation identified above.

43. Prior to preliminary approval, what can be said of the reaction the class members is limited. However, our office has spoken to some Class Members since the parties reached a proposed settlement agreement, and all were in favor of the settlement.

44. The proposed class in this case is sufficiently cohesive because, for purposes of the Settlement only, the parties have stipulated that all class certification elements are met.

45. Plaintiffs’ counsel has also interviewed several Class Members in the course of investigating and litigating this matter. Counsel has also reviewed hundreds of pages of documents produced by Defendants, Plaintiffs, and Class Members. This information, along with documents and information obtained through informal discovery, allowed Plaintiffs’ counsel to prepare a detailed Mediation Brief. The Brief was provided to opposing counsel and contained a breakdown of potential damages based on all of the information obtained from all Parties. ALLWIRE also provided a detailed mediation brief, outlining its defenses to both class certification and liability.

1 46. At the time of the settlement, a Motion for Class Certification had not been filed. As the Court
2 never ruled on the Motion, neither side had a decided advantage in the litigation. Even if
3 Plaintiff did obtain class certification of the claims, each claim is subject to substantial risk of
4 a Defense verdict at trial.
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6
7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed this 27th day of June, 2025.
9

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11 _____
12 ERIC K. YAECKEL
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Exhibit A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHARLES LAIZURE and BENJAMIN
BRAVO, Individually, and on behalf of other
members of the general public similarly situated,

Plaintiff,

vs.

ALLWIRE, INC., a California Corporation;
ALAN HOPKINS, an individual; and DOES 1-
10, inclusive,

Defendants.

Case No.: MCV087990

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Charles Laizure and Benjamin Bravo (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Allwire, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

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

1. “Action” means *Laizure vs. Allwire, Inc.*, No. MCV087990 (Madera County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Eight Thousand Three Hundred Thirty Three Dollars (\$108,333). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand dollars (\$15,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Sullivan & Yaeckel Law Group, APC and Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the

respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time during the Class Period.

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

7. “Class Period” means the period from November 8, 2018 through February 28, 2025.

8. “Class Representative Enhancement Payments” means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) to Plaintiff Benjamin Bravo, and Five Thousand Dollars \$5,000 to Plaintiff Charles Laizure.

9. “Court” means the Madera County Superior Court.

10. “Defendant” means Defendant Allwire, Inc.

11. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Gross Settlement Amount” means the Gross Settlement Amount of Three Hundred Twenty Five Thousand Dollars (\$325,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by

1 Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual
2 claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as
3 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
4 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
5 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
6 Settlement Amount.

7 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
8 Member's respective shares of the Net Settlement Fund and PAGA Fund.

9 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
10 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
11 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
12 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
13 Defendant.

14 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
15 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
16 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
17 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
18 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
19 at the final fairness hearing.

20 17. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
21 employees in the State of California at any time during the PAGA Period.

22 18. "PAGA Period" means the period from September 4, 2021 through February 28, 2025.

23 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
24 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
25 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
26 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Forty Thousand Dollars (\$40,000)
27 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-
28 Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be

paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

20. “Parties” means Plaintiffs and Defendants collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiffs” means Plaintiffs Charles Laizure and Benjamin Bravo.

23. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaint, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint during the Class Period.

25. “Released PAGA Claims” means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs’ LWDA letter during the PAGA Period.

26. “Released Parties” means Defendant, its past or present officers, including Alan Hopkins and as Owner, Director and Officer of Defendant Allwire, Inc., as well as, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

28. “Response Deadline” means the deadline by which Class Members must postmark or

1 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
2 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
3 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
4 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
5 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
6 the U.S. Postal Service is open.

7 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement
8 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
9 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
10 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
11 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
12 any such costs in excess of the amount represented by the Settlement Administrator as being the
13 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
14 approximately 75 Class Members, the Settlement Administration Costs are currently estimated to be
15 Three Thousand Nine Hundred Seventy-Three Dollars and Eighty Five Cents (\$3,973.85).

16 30. "Settlement Administrator" means CAC Services Group, LLC or any other third-party
17 class action settlement administrator agreed to by the Parties and approved by the Court for the purposes
18 of administering this Settlement. The Parties each represent that they do not have any financial interest in
19 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
20 could create a conflict of interest.

21 31. "Workweeks" means the number of days of employment for each Class Member during
22 the Class Period. All Class Members will be credited with at least one Workweek during the Class
23 Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

24 **TERMS OF AGREEMENT**

25 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as
26 follows:

27 32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
28 the Gross Settlement Amount of Three Hundred Twenty Five Thousand Dollars (\$325,000) into a

1 Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the
2 employer's share of payroll taxes, which shall be calculated by the Settlement Administrator, separately.
3 After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement
4 Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative
5 Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs.
6 Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within
7 twenty one (21) calendar days of the Effective Date ("Funding Date").

8 33. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
9 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
10 One Hundred Eight Thousand Three Hundred Thirty Three Dollars (\$108,333), plus the reimbursement
11 of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the
12 Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand
13 dollars (\$15,000.00), both of which will be paid from the Gross Settlement Amount. The award of
14 attorneys' fees will be divided between Class Counsel as follows: (a) Seventy Percent (70%) Sullivan &
15 Yaeckel Law Group, APC; and (b) Thirty Percent (30%) to Capstone Law APC.

16 34. Class Representative Enhancement Payments. In exchange for a general release, and in
17 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
18 agree not to oppose or impede any application or motion for Class Representative Enhancement
19 Payments of Ten Thousand Dollars (\$10,000) to Plaintiff Bravo and Five Thousand Dollars (\$5,000) to
20 Plaintiff Laizure. The Class Representative Enhancement Payments will be paid from the Gross
21 Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to
22 the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the
23 Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement
24 Agreement shall remain in full force and effect even if the full amount of Class Representative
25 Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

26 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount, which is currently estimated to be Three Thousand Nine Hundred Seventy-Three

Dollars and Eighty-Five Cents (\$3,973.85). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Forty Thousand Dollars (\$40,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

40. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

- 40(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's

estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

40(b) Payments from the PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

1 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
2 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
3 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
4 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
5 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
6 or amounts to which any Class Members may be entitled under any benefit plans.

7 42. Administration Process. The Parties agree to cooperate in the administration of the
8 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
9 administration of the Settlement.

10 43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
11 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

12 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
13 List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via
14 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
15 List.

16 45. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
17 Settlement Administrator will perform a search based on the National Change of Address Database for
18 information to update and correct for any known or identifiable address changes. Any Class Notices
19 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
20 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the
21 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
22 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
23 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
24 address and/or Social Security Number of the Class Member involved, and will then perform a single re-
25 mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by
26 request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline,
27 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

28 46. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will

provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

47. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. If the number of valid Requests for Exclusion identified in the

1 Exclusion List exceeds 10.00% of the total of all Class Members, Defendant may, but is not obligated, to
2 withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be
3 void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation
4 to perform under this Agreement; provided, however, Defendant will remain responsible for paying all
5 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
6 Court of its election to withdraw not later than 15 days after the Administrator sends the final Exclusion
7 List to Defense Counsel; late elections will have no effect.

8 50. Escalator. Defendant represents that as of February 28, 2025, Class Members worked an
9 aggregate total of approximately 6,984 Workweeks during the Class Period. If the actual aggregate total
10 of Workweeks worked during the Class Period is greater than Ten Percent (10%) of this estimate, then
11 Defendant must either: (a) increase the Gross Settlement Amount proportionately for each Workweek
12 above the 10 Percent (10%) allowance (e.g., if the total number of Workweeks increases by 15%, the
13 Gross Settlement Amount will increase by 5%); or (b) advance the end date of the Class Period and
14 PAGA Period to the last date on which the total number of Workweeks worked by Class Members in
15 aggregate during the Class Period is no greater than 7,683.

16 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
17 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
18 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
19 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
20 Settlement.

21 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such
22 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
23 together and individually, on their behalf and on behalf of their respective heirs, executors,
24 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
25 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

26 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
27 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
28 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,

1 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
2 Released PAGA Claims during the PAGA Period.

3 54. Objection Procedures. To object to the Settlement Agreement, a Class Member may
4 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
5 Deadline or appear in person at the Final Approval Hearing. Class Members who fail to object either by
6 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
7 deemed to have waived all objections to the Settlement and will be foreclosed from making any
8 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
9 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
10 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
11 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
12 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
13 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
14 Class Member shall not participate in or be bound by the Settlement.

15 55. Certification Reports Regarding Individual Settlement Payment Calculations. The
16 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
17 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
18 the Settlement, and whether any Class Member has submitted a challenge to any information contained
19 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
20 Administrator will provide to counsel for both Parties any updated reports regarding the administration
21 of the Settlement Agreement as needed or requested.

22 56. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
23 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
24 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and
25 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
26 services performed in connection with the Settlement.

27 57. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
28 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for

more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division in the name of each Class Member who did not negotiate his or her check, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

59. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

61. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

62. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR

1 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
2 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
3 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
4 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
5 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
6 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
7 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
9 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
10 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
13 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
14 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

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

22 64. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
23 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
24 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
25 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

27 65. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
28 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval

Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

66. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

68. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive

any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

Plaintiffs understand and agree that in accordance with the Older Workers Benefit Protection Act, Plaintiffs: Have had up to 21 days within which to consider this Agreement before executing it. Plaintiffs agree that if Employees elect to sign the agreement in less than 21 days, Plaintiffs do so voluntarily and without pressure or coercion from Defendant and waives any further period of consideration; Have carefully read and fully understands all of the provisions of this Agreement and that the provisions of this Agreement are written in a manner designed to be understood by Plaintiffs; Is, through this Agreement, releasing Defendants from any and all rights or claims Plaintiffs may have against Defendants under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“ADEA”); Knowingly and voluntarily intends to be legally bound by the same; Were advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Plaintiffs’ choice before executing this Agreement; Have a full seven days following the execution of this Agreement to revoke this Agreement and have been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired; Understand that rights or claims under the ADEA that may arise after the date this Agreement is executed are not waived; Plaintiffs further understand, however, that such rights will not arise against Defendants in light of this Agreement.

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

70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the

1 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
2 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
3 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
4 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
5 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
6 contradict the terms of this Settlement Agreement.

7 71. Amendment or Modification. No amendment, change, or modification to this Settlement
8 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
9 by the Court.

10 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
12 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
13 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
14 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
15 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
16 reach agreement on the form or content of any document needed to implement the Settlement, or on any
17 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
18 may seek the assistance of the Court to resolve such disagreement.

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

21 74. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
22 will be governed by and interpreted according to the laws of the State of California.

23 75. Execution and Counterparts. This Settlement Agreement is subject only to the execution
24 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
26 copies of the signature page, will be deemed to be one and the same instrument.

27 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this

1 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
2 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
3 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
4 fairness and reasonableness of this Settlement.

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

9 78. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
10 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
11 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
12 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

13 79. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
14 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
15 approved, the stipulation to certification will be void. The Parties further agree that certification for
16 purposes of the Settlement is not an admission that class action certification is proper under the standards
17 applied to contested certification motions and that this Settlement Agreement will not be admissible in
18 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
19 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

20 80. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
21 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
22 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
23 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
24 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
25 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
26 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
27 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
28 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to

1 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
2 offered or received as evidence in any action or proceeding to establish any liability or admission on the
3 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
4 compliance with, federal, state, local or other applicable law.

5 81. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
6 that they will not issue any press releases, initiate any contact with the press, respond to any press
7 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

8 82. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
9 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 83. Enforcement Actions. In the event that one or more of the Parties institutes any legal
12 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
13 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
14 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
15 expert witness fees incurred in connection with any enforcement actions.

16 84. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
18 more strictly against one party than another merely by virtue of the fact that it may have been prepared
19 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations
20 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

21 85. Representation By Counsel. The Parties acknowledge that they have been represented
22 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
23 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
24 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

25 86. All Terms Subject to Final Court Approval. All amounts and procedures described in
26 this Settlement Agreement herein will be subject to final Court approval.

27 87. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
28 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this

Settlement Agreement.

88. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 6/12/2025

Signed by:
Charles Laizure
75C21B072C954C9...
Charles Laizure

PLAINTIFF

Dated: 6/27/2025

Signed by:
Benjamin Bravo
C7D6D26FDEB4477...
Benjamin Bravo

DEFENDANT ALLWIRE, INC.

Dated:

Please Print Name of Authorized Signatory

1 Settlement Agreement.

2 88. Binding Agreement. The Parties warrant that they understand and have full authority to
3 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
4 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
5 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
6 otherwise might apply under federal or state law.

7 **READ CAREFULLY BEFORE SIGNING**

8 **PLAINTIFF**

9
10 Dated: _____

Charles Laizure

11
12 **PLAINTIFF**

13
14 Dated: _____

Benjamin Bravo

15
16 **DEFENDANT ALLWIRE, INC.**

17
18 Dated: 6-3-75

Please Print Name of Authorized Signatory

ALAN HOPKINS

Exhibit B

Laizure vs. Allwire, Inc., No. MCV087990
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF MADERA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Allwire, Inc. (“Defendant”) as non-exempt, hourly employees in the State of California at any time during the period from November 8, 2018 through February 28, 2025 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time during the period from September 4, 2021 through February 28, 2025 (“PAGA Members”).

On _____, the Honorable Eric J. LiCalsi of the Madera County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2025 in Department 23 of the Madera County Superior Court located at 200 South G Street, Madera, California 93637.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 23 of the Madera County Superior Court located at 200 South G Street, Madera, California 93637. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiffs Charles Laizure and Benjamin Bravo, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On November 19, 2024, the parties participated in a mediation with Christopher M. Barnes, Esq., an experienced and well-respected class action mediator. With Mr. Barnes’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Sullivan & Yaeckel Law Group, APC and Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$325,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments totaling \$15,000, (\$5,000 to Charles Laizure and \$10,000 to Benjamin Bravo) for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$108,333 in attorneys’ fees and up to \$_ in litigation costs and expenses; (4) a \$40,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$30,000 payment to the California Labor

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$10,000 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$_. After deducting the above payments, a total of approximately \$_ will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$10,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from November 8, 2018 through February 28, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from September 4, 2021 through February 28, 2025 (“PAGA Period”) and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaint, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint during the Class Period.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs' LWDA letter during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Madera and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, California 92101
Phone: 619-702-6760

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******