

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

Scott Ernest Wheeler (SBN 187998)

2 Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

3 Claremont, California 91711-4790

Telephone: (909) 621-4988

4 Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

5 jaw@scottwheelerlawoffice.com

6 *Attorney for Plaintiff and the Putative Class*

7 **ATKINSON, ANDELSON, LOYA,**
8 **RUUD & ROMO, APC**

William M. Betley (SBN 113326)

3880 Lemon Street, Suite 350

9 Riverside, California 92501

Phone: 951-683-1122

10 Fax: 951-683-1144

11 Email: wbetley@aallr.com

12 *Attorneys for Defendant*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF RIVERSIDE**

15 **HISTORIC COURT HOUSE**

16 MARIA GLORIA ORDAZ, individually, and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 PLASCOR, INC., a California corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: CVRI2306306

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

1 This Class Action Settlement and Release ("Settlement Agreement") is entered into by and
2 between Plaintiff Maria Gloria Ordaz ("Plaintiff"), on behalf of herself and the Class, on the one
3 hand, and Defendant Plascor, Inc., a California corporation ("Defendant"), on the other hand.
4 Plaintiff and Defendant are collectively referred to herein as "Parties" and individually referred to
5 herein as "Party."

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the
7 Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval
8 of the Court, this Action and the Released Claims shall be settled and compromised as between
9 Plaintiff and the Class on the one hand and Defendant on the other hand.

10 DEFINITIONS

11 1. "Action" means *Maria Gloria Ordaz v. Plascor, Inc.*, Superior Court of the State of
12 California for the County of Riverside, Case No.: CVRI2306306.

13 2. "Class" means: All nonexempt hourly employees who worked at any time for
14 Defendant in the state of California from November 22, 2019, through December 31, 2024.

15 3. "Class Counsel" means the Law Office of Scott E. Wheeler.

16 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
17 resolution of this Action and Class Counsel's expenses and costs incurred in connection with this
18 Action.

19 5. "Class Information" means the compilation of the following information for each
20 Class Member: last known full name; social security number; last known address; last known
21 telephone number; number of compensable pay periods for each Class Member during the Class
22 Period and PAGA Period; and other such mutually agreed upon information by the Parties as may be
23 necessary to independently review the Compensable Pay Periods attributed to each Class Member
24 and Pay Periods attributable to each PAGA Aggrieved Employee.

25 6. "Class Member" means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. "Class Notice" means the notice, substantially in the form attached hereto as **Exhibit**
28 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*

1 *alia*, the terms of this Settlement, each Class Member's estimated Individual Settlement Payment,
2 the settlement process, and the right of Class Members to object to the Settlement, opt-out of the
3 Settlement, or dispute the number of Compensable Pay Periods attributed to them. Notice to the Class
4 Members will be in English and Spanish.

5 8. "Class Period" means the time period from November 22, 2019, through December
6 31, 2024.

7 9. "Class Representative Service Award" means the amount that the Court authorizes
8 to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment and Individual PAGA
9 Payment, in recognition of, *inter alia*, Plaintiff's efforts and risks in assisting with the prosecution
10 of the Action and in return for executing a general release with Defendant.

11 10. "Compensable Pay Period" or "Compensable Pay Periods" mean a reasonable
12 estimate of weeks worked by each Class Member individually and collectively by all Class Members
13 during the Class Period based on Defendant's records and used as a value to calculate Individual
14 Settlement Payments. A Class Member who works at least one (1) day during a Pay Period, will be
15 credited as having worked a full Compensable Pay Period.

16 11. "Court" means the Superior Court for the County of Riverside, State of California.

17 12. "Defendant" means Plascor, Inc, a California corporation.

18 13. "Effective Date" means the date on which the Superior Court's Final Approval Order
19 and Judgment becomes final. The Superior Court's Final Approval Order and Judgment "becomes
20 final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but
21 it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b)
22 if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced
23 thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and
24 Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn,
25 and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within
26 sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed
27 by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity
28 of the Settlement has been resolved finally and conclusively with no right to pursue further remedies

1 or relief; or (d) the date that Defendant has fully funded the Gross Settlement Amount to the
2 Settlement Administrator, as set forth Paragraph 57 of this Agreement.

3 14. "Employer's Share of Payroll Taxes" means the dollar amount of Defendant's
4 employer payroll tax obligation on the employee wage portion of the Individual Settlement
5 Payments, including but not limited to, customary withholdings for federal, state and local taxes, and
6 any similar tax or charge. Defendant shall be responsible for paying the Employer's Share of Payroll
7 Taxes separately from, and in addition to, the Gross Settlement Amount, in the event that any portion
8 of the Gross Settlement Amount is designated as wages.

9 15. "Final Approval Hearing" means the hearing that the Court will hold after the Court
10 has granted preliminary approval of the Settlement and notice has been provided to the Class and the
11 response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final
12 approval of the Settlement is appropriate, as well as the amounts properly payable for: (a) Individual
13 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards;
14 (d) payment to the LWDA; and (e) the Settlement Administration Costs.

15 16. "Final Approval Order and Judgment" means an order and judgment that the Court
16 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

17 17. "Gross Settlement Amount" means the maximum amount which Defendant is
18 obligated to pay under this Settlement Agreement, which is Two Hundred and Fifty Thousand
19 Dollars (\$250,000.00). This is a non-reversionary Settlement in which Defendant is required to pay
20 the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
21 Defendant under any circumstances. Payments of any appropriate and lawfully-required employer
22 share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately
23 from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

24 18. "Individual Settlement Payment" means the amount payable from the Net Settlement
25 Amount to each Settlement Class Member.

26 19. "Individual PAGA Payment" means the amount payable to the PAGA Aggrieved
27 Employees from the \$25,000 allocated to them (i.e., 25% of \$6,250 allocated to penalties under the
28 PAGA included in this settlement in Paragraph 59(i) of this Agreement).

1 20. “LWDA” means the California Labor and Workforce Development Agency.

2 21. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
3 Counsel Award, Class Representative Service Award, the entire Payment to the LWDA and PAGA
4 Aggrieved Employees, and Settlement Administration Costs. If the Court approves less than the
5 amounts requested for the Class Counsel Award, Class Representative Service Awards, payment to
6 the LWDA and PAGA Aggrieved Employees for PAGA penalties, or Settlement Administration
7 Costs, such amounts will return to the Net Settlement Amount.

8 22. “Objection” means a written communication submitted by a Class Member to the
9 Settlement Administrator that contains a clear statement by the Class Member that the Class Member
10 is objecting to any of the terms of the Settlement. A Class Member may also object to the Settlement
11 orally at the Final Approval Hearing without the need to submit a written Objection.

12 23. “PAGA Aggrieved Employee” or “PAGA Aggrieved Employees” means all hourly,
13 non-exempt employees employed by Defendant in California at any time during the PAGA Period.

14 24. “PAGA Period” means any time between November 9, 2022 through December 31,
15 2024.

16 25. “PAGA Pay Period” or “PAGA Pay Periods” means the number of pay periods
17 worked by each PAGA Aggrieved Employee individually during the PAGA Period and used as a
18 value to calculate Individual PAGA Payments. The number of PAGA Pay Periods for each PAGA
19 Aggrieved Employee will be calculated by the Settlement Administrator, based on the Class
20 Information provided by Defendant. The number of PAGA Pay Periods for each PAGA Aggrieved
21 Employee will be determined by counting any pay period within the PAGA Period during which a
22 PAGA Aggrieved Employee performed work. A PAGA Aggrieved Employee who works at least
23 one (1) day in a PAGA Pay Period will be credited as having worked a full PAGA Pay Period.

24 26. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
25 Plaintiff or Defendant, individually.

26 27. “Payment Ratio” means the respective Compensable Pay Periods for each Settlement
27 Class Member divided by the total Compensable Pay Periods for all Settlement Class Members.

28

1 28. “PAGA Payment Ratio” means the respective PAGA Pay Periods for each PAGA
2 Aggrieved Employee divided by the total PAGA Pay Periods for all PAGA Aggrieved Employees.

3 29. “Plaintiff” means Maria Gloria Ordaz.

4 30. “Preliminary Approval Date” means the date upon which the Court files an order
5 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
6 Settlement.

7 31. “Request for Exclusion” means a letter or other written communication submitted by
8 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
9 that the Class Member is electing to be excluded from the Settlement.

10 32. “Released Claims by Plaintiff” means: As of the Effective Date, Plaintiff, as a Class
11 Member, agrees to the Release of Claims by Settlement Class Members, which is set forth in
12 paragraph 33 below. In addition to Release of Claims by Settlement Class Members, Plaintiff agrees
13 to a general release, which includes any unknown claims that Plaintiff did not know or suspect to
14 exist in Plaintiff's favor at the time of the general release, which, if known, might have affected
15 Plaintiff's Settlement with, and release of, the Released Parties. With respect to the general release,
16 Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have
17 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
18 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or
19 state law as to the generally released claims, which provides:

20 “A general release does not extend to claims which the creditor or releasing
21 party does not know or suspect to exist in his or her favor at the time of
22 executing the release, and that if known by him or her would have materially
23 affected his or her settlement with the debtor or released party.”

24 Plaintiff may hereafter discover facts in addition to or different from those now known or
25 believed to be true with respect to the subject matter of the general release, but upon the Effective
26 Date, Plaintiff shall be deemed to have fully, finally, and forever settled and released any and all of
27 the claims released pursuant to the general release, whether known or unknown, suspected or
28 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any
theory of law or equity. In addition, the general release applies to Plaintiff only. It does not apply to

1 the Released Claims by Settlement Class Members or PAGA Aggrieved Employees, which is set
2 forth in Paragraphs 33 and 34 below.

3 33. "Released Claims by Settlement Class Members" means: As of the Effective Date,
4 Settlement Class Members shall fully and finally release and discharge Released Parties, from
5 November 22, 2019, through December 31, 2024, in exchange for the consideration provided under
6 this Settlement, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
7 expenses, attorneys' fees, damages, action or causes of action for: (1) failure to provide meal periods
8 pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001,
9 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7,
10 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime
11 wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001,
12 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197
13 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 4; (5) failure to pay all wages owed
14 and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (6)
15 failure to pay timely wages in violation of Labor Code Sections 204 and 210; (7) failure to maintain
16 required records in violation of Labor Code section 226 and Industrial Welfare Orders 1-2001, 4-
17 2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of
18 Labor Code section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (9) failure
19 to indemnify for necessary business expenditures incurred in the discharge of duties, in violation of
20 Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of
21 Business and Professions Code Section 17200; and (11) and violation of the California Private
22 Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the
23 violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001, 16-2001, as alleged
24 in the Operative Complaint and the LWDA Notice dated September 15, 2023. This release shall
25 apply to all claims arising at any point during the Class Period.

26 34. "Released PAGA Claims" means all claims for civil penalties only under PAGA that
27 Plaintiff, on behalf of Plaintiff and the State of California, as set forth in the Operative Complaint
28 and set forth in Plaintiff's LWDA Notice, and that Plaintiff and the State of California fully and

1 irrevocably are releasing the Released Parties, November 9, 2022 through December 31, 2024, in
2 exchange for the consideration provided by this Settlement. Plaintiff and the State of California will
3 only release claims for penalties as alleged in and based on the facts asserted in the September 15,
4 2023 LWDA PAGA Notice and alleged within the Operative Complaint. In particular, the released
5 PAGA claims include the underlying purported violations for: (1) failure to provide meal periods
6 pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001,
7 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7,
8 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime
9 wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001,
10 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197
11 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 4; (5) failure to pay timely wages in
12 violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at
13 termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to
14 maintain required records in violation of Labor Code section 226, 1174 and Industrial Welfare Orders
15 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in
16 violation of Labor Code section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section
17 7; (9) failure to provide COVID-19 supplemental sick leave, in violation of Labor Code Sections
18 248.1, 248.2, and 248.6; (10) failure to provide suitable seating, in violation of IWC Wage Orders 1-
19 2001, Section 14, 4-2001, Section 14, 16-2001, Section 12; (11) failure to maintain reasonable
20 temperatures in work areas, in violation of IWC Wage Orders 1-2001, Section 15, 4-2001, Section
21 15, IWC Wage Order 16-2001, Section 13; and (12) failure to indemnify for necessary business
22 expenditures incurred in the discharge of duties, in violation of Labor Code Section 2802, only.
23 Released PAGA Claims include any claims for attorneys' fees, costs, or other damages that may be
24 recoverable under the PAGA claims that are alleged in the Operative Complaint and LWDA Notice.
25 This release shall apply to PAGA claims arising at any point during the PAGA Period.

26 35. "Released Parties" collectively mean: (i) Defendant; and (ii) Defendant's current
27 officers, directors, employees and agents only.
28

36. “Response Deadline” means forty-five (45) days after the postmark date of the Notice of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement; or (c) dispute Pay Periods attributable to them.

37. "Settlement" means the disposition of the Action pursuant to this Agreement.

38. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

39. “Settlement Administrator” means Phoenix Settlement Administrators (“Phoenix”). The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b) calculating the Individual Settlement Payments based on the Class Information; (c) to the extent applicable, calculating the Employer’s Share of Payroll Taxes which Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members; (g) creating and maintaining a static settlement website where relevant documents and information pertaining to the Settlement will be posted, including *inter alia*, the judgment and amended judgment if applicable; and (h) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with Phoenix. that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer on a suitable replacement.

40. “Settlement Class” or “Settlement Class Members” means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

41. Procedural History. On November 22, 2023, Plaintiff filed a complaint against Defendant in Riverside County Superior Court, Case No.: CVRI2306306.

1 42. Investigation and Discovery. The Parties have conducted significant investigation of
2 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
3 discovery and investigation included, *inter alia*, the exchange of information and documents
4 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
5 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
6 law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

7 43. Mediation. The Parties participated in a private mediation session with Hon. Amy D.
8 Hogue (Ret.), on September 23, 2024, and although the Parties were not initially able to resolve the
9 matter at the mediation, the Parties continued with their discussions and reached a proposed class
10 action settlement that would fully resolve this matter.

11 44. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
12 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
13 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
14 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
15 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
16 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
17 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
18 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
19 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
20 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
21 best interests of the Class.

22 45. Defendant's Reasons for Settlement. Defendant has concluded that any further
23 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
24 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
25 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
26 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
27 though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff
28 in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth

1 in this Settlement Agreement to put to rest the claims in this Action. As to the Released Claims,
2 Defendant denies and continues to deny each of those claims.

3 **STIPULATION AND AGREEMENT**

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

6 47. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind
7 Plaintiff, Settlement Class Members, PAGA Aggrieved Employees, and Defendant, subject to the
8 terms and conditions hereof.

9 48. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
10 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
11 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
12 communication or disclosure between or among the Parties or their attorneys and other advisers, is
13 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
14 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
15 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
16 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
17 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
18 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
19 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
20 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
21 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
22 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
23 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
24 contemplated by this Agreement.

25 49. Class Certification. The Parties stipulate to class certification for purposes of
26 settlement only. If the Court does not grant either preliminary or final approval of this Settlement,
27 the Parties stipulate that this stipulation regarding class certification will be revoked and the Parties
28 will return to a point in litigation immediately prior to the execution of this Settlement Agreement.

1 50. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
2 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
3 have this matter presented to the Court for preliminary and final approval.

4 51. LWDA Notice. Plaintiff acknowledges and agrees that Plaintiff will provide notice
5 to the LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

6 52. Release of Claims by Plaintiff. Plaintiff releases the “Released Claims by Plaintiff”
7 as of the date the Effective Date of the Settlement. The Settlement Administrator shall notify the
8 Parties in writing upon receipt of the full Gross Settlement Amount.

9 53. Release of Class Claims by Settlement Class Members. Settlement Class Members
10 release the “Released Claims by Settlement Class Members” as of the Effective Date of the
11 Settlement. The Settlement Administrator shall notify the Parties in writing upon receipt of the full
12 Gross Settlement Amount.

13 54. Release of PAGA Claims. Plaintiff and the State of California release the “Released
14 PAGA Claims” as of the Effective Date of the Settlement. The Settlement Administrator shall notify
15 the Parties in writing upon receipt of the full Gross Settlement Amount.

16 55. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
17 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

18 56. Notice to the Class. Upon receipt of the Class Information, the Settlement
19 Administrator will perform a search based on the National Change of Address Database to update
20 and correct any known or identifiable address changes. Within ten (10) calendar days after receiving
21 the Class Information, the Settlement Administrator shall mail copies of the Class Notice to all Class
22 Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
23 judgment to determine the current mailing address for each Class Member. The address identified by
24 the Settlement Administrator as the current mailing address shall be presumed to be the best mailing
25 address for each Class Member.

26 a. The Class Notice and Procedure Comports with Due Process. The Parties
27 agree that the notice procedures outlined in this Agreement provide the best and most practical
28

1 method of giving notice to the Class and fully comply with due process and all applicable laws and
2 rules.

3 b. Undeliverable Notices. Any Class Notice returned to the Settlement
4 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
5 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
6 provided, the Settlement Administrator shall promptly attempt to determine a correct address by
7 use of skip-tracing, or other search using the name, address and/or Social Security number of the
8 Class Member involved, and shall then perform a re-mailing, if another mailing address is identified
9 by the Settlement Administrator. If the undeliverable notice is for a currently employed Class
10 Member, the Settlement Administrator shall contact Defendant, which will then make all reasonable
11 efforts to obtain the Class Member's current mailing address within seven (7) calendar days and
12 provide it to the Settlement Administrator. Class Members who receive a re-mailed Notice of Class
13 Settlement shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class
14 Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c)
15 dispute the number of Compensable Pay Periods attributed to them.

16 c. Disputes Regarding Individual Settlement Payments. Class Members will
17 have the opportunity, should they disagree with Defendant's records regarding the dates of
18 employment stated in the Class Notice and/or the number of Compensable Pay Periods attributed
19 to them, to provide documentation and/or an explanation to show contrary information by the
20 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
21 number of the Class Member, and the last four digits of the Class Member's social security number
22 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
23 the Class Member that he or she is disputing the number of Compensable Pay Periods and the basis
24 for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
25 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
26 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
27 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
28 determine whether an adjustment is warranted. The Settlement Administrator shall then determine

1 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
2 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
3 Defendant's records shall be given a rebuttable presumption of accuracy.

4 d. Requests for Exclusion. Class Members who wish to exclude themselves
5 from the Settlement must mail or e-mail to the Settlement Administrator a Request for Exclusion
6 by the Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
7 telephone number of the Class Member, and the last four digits of the Class Member's social
8 security number; (b) contain the case name and case number; (c) a clear statement by the Class
9 Member that the Class Member is electing to be excluded from the Settlement; (d) be signed by the
10 Class Member; and (e) be postmarked or e-mailed by the Response Deadline. The date of the
11 postmark on the return mailing envelope on the Request for Exclusion, or the date the e-mail is
12 sent, shall be the exclusive means used to determine whether it has been timely submitted. Any
13 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
14 Individual Settlement Payment, shall not release any of the Released Claims by Settlement Class
15 Members, and shall not have any right to object, appeal or comment thereon. Class Members who
16 fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall
17 be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this
18 Action. Any Class Member who submits a valid and timely Request for Exclusion will still receive
19 their share of the PAGA portion of this settlement if they are eligible as a PAGA Aggrieved
20 Employee.

21 e. Objections. Class Members who wish to object to the Settlement may do so
22 orally at the Final Approval Hearing without the need to submit a written objection, or may object
23 by emailing or mailing by U.S. Mail to the Settlement Administrator a written objection by the
24 Response Deadline. The written objection should contain the following: (a) contain the full name,
25 address, and telephone number of the Class Member, and the last four digits of the Class Member's
26 social security number; (b) contain the case name and case number; (c) the dates of employment of
27 the Class Member; (d) be signed by the Class Member; (e) provide a concise statement of the reasons
28 for objecting; and (f) be postmarked or e-mailed by the Response Deadline. The date of the postmark

1 on the return mailing envelope on the written Objection, or the date the e-mail is sent, shall be the
2 exclusive means used to determine whether the written Objection has been timely submitted. Class
3 Members who fail to make Objections in the manner specified above shall be deemed to have waived
4 any objections and shall be foreclosed from making any objections (whether by appeal or otherwise)
5 to the Settlement. Class Counsel shall not represent any Class Members with respect to any
6 Objections. The Settlement Administrator will provide the Parties with any written Objection within
7 seven (7) calendar days of its receipt of any Objection. Plaintiff will file any and all written
8 Objections with the Court in advance of the Final Approval Hearing.

9 57. Funding Gross Settlement Amount. By January 2, 2026, Defendant shall wire transfer
10 the full Gross Settlement Amount. Defendant shall also separately pay Employer's Share of Payroll
11 Taxes, to the Settlement Administrator as calculated and directed by the Settlement Administrator at
12 the time the Gross Settlement Amount is funded.

13 58. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
14 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
15 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
16 last known mailing address.

17 a. The Settlement Administrator shall calculate the total Compensable Pay
18 Periods for all Settlement Class Members based on the Class Information provided by Defendant.
19 The respective Compensable Pay Periods for each Settlement Class Member will be divided by the
20 total Compensable Pay Periods for all Settlement Class Members, resulting in the Payment Ratio for
21 each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then multiplied
22 by the Net Settlement Amount to determine his or her Individual Settlement Payment.

23 1. Individual Settlement Payments due to each Settlement Class
24 Member shall be designated as follows:

25 (a). Ninety (90) percent of the Individual Settlement Payment shall
26 represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all
27 applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be
28

1 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
2 issue a W-2 Form to each Settlement Class Member in relation to this payment.

3 (b). Eight (8) percent of the Individual Settlement Payment shall
4 represent payment of all penalties. These payments will not be subject to withholding of local, state,
5 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
6 Class Member in relation to these payments.

7 (c) Two (2) percent of the Individual Settlement Payment shall
8 represent payment of interest. These payments will not be subject to withholding of local, state, and
9 federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class
10 Member in relation to these payments.

11 b. The Settlement Administrator shall calculate the total PAGA Pay Periods for
12 all PAGA Aggrieved Employees based on the Class Information. The respective PAGA Pay Periods
13 for each PAGA Aggrieved Employee will be divided by the total PAGA Pay Periods for all PAGA
14 Aggrieved Employees, resulting in the PAGA Payment Ratio for each PAGA Aggrieved Employee.
15 Each PAGA Aggrieved Employee's PAGA Payment Ratio will then be multiplied by \$6,250 to
16 determine the PAGA Aggrieved Employee's Individual PAGA Payment. The Settlement
17 Administrator will issue an IRS Form 1099 to each PAGA Aggrieved Employee in relation to these
18 payments.

19 c. Un-Negotiated Individual Payment Checks by Settlement Class Members.
20 Individual Settlement Payment checks shall remain negotiable for one hundred and eighty (180)
21 calendar days from the postmark date of issuance. If the Individual Settlement Payment check is not
22 cashed, deposited, or otherwise negotiated by the Settlement Class Member within the 180-day
23 deadline, the check will be voided, and the funds associated with any such voided checks shall be
24 paid in the name of the Class Member to the State of California Controller's Unclaimed Property
25 division. Neither Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any
26 liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized
27 negotiation of settlement checks or failure to timely cash a settlement check within the 180-day
28

1 period. The Settlement Administrator shall send a reminder postcard to any Class Member whose
2 settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

3 d. Un-Negotiated Individual Checks by PAGA Aggrieved Employees. If
4 Individual PAGA Aggrieved Employees payment checks are not cashed, deposited, or otherwise
5 negotiated by the PAGA Aggrieved Employees within the 180-day deadline, the check will be
6 voided, and the funds associated with any such voided checks shall be paid in the names of the PAGA
7 Aggrieved Employees to the State of California Labor Workforce Development Agency.

8 e. Certification By Settlement Administrator. The Parties have the right to
9 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
10 Administrator concerning the administration of the Settlement will be resolved by the Court, under
11 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
12 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
13 completion of administration of the Settlement, the Settlement Administrator shall provide written
14 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
15 necessary.

16 f. Settlement Awards Do Not Trigger Additional Benefits. All monies received
17 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
18 in the year in which such awards actually are received by the Settlement Class Members. It is
19 expressly understood and agreed that the receipt of such Individual Settlement Payments will not
20 entitle any Settlement Class Member to additional compensation or benefits under any company
21 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
22 will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
23 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
24 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
25 Settlement Class Members in connection with this Settlement, and that the Settlement Class Members
26 are not entitled to any new or additional compensation or benefits as a result of having received the
27 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
28

1 or compensation plan document that might have been in effect during the period covered by this
2 Settlement).

3 g. Class Representative Service Award. Defendant agrees not to oppose or
4 object to a Class Representative Service Award to Plaintiff of up to Twelve Thousand Dollars
5 (\$12,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099-
6 MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall
7 be solely and legally responsible to pay any and all applicable taxes on Plaintiff's Class
8 Representative Service Award and shall hold harmless Defendant and Class Counsel from any claim
9 or liability for taxes, penalties, or interest arising as a result of the Class Representative Service
10 Award payment. The Class Representative Service Award shall be in addition to Plaintiff's
11 Individual Settlement Payment. This Settlement is not contingent upon the Court awarding Plaintiff
12 a Class Representative Service Award in any amount, and any amount requested by Plaintiff for the
13 Class Representative Service Award that is not granted by the Court shall return to the Net Settlement
14 Amount and be distributed to Settlement Class Members as provided in this Agreement.

15 h. Class Counsel Award. Defendant agrees not to oppose or object to any
16 application or motion by Class Counsel for attorneys' fees not to exceed thirty-three (33) percent
17 from the Gross Settlement Amount, or Eighty-Three Thousand and Two Hundred and Fifty Dollars
18 and Zero Cents (\$83,250). Defendant further agrees not to oppose any application or motion by Class
19 Counsel for the reimbursement of any costs or expenses associated with Class Counsel's prosecution
20 of this matter from the Gross Settlement Amount, up to, but not to exceed Seventeen Thousand
21 Dollars (\$17,000). Class Counsel shall be solely and legally responsible to pay all applicable taxes
22 on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
23 Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph. This
24 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
25 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and
26 costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to
27 Settlement Class Members as provided in this Agreement.

28

1 i. Settlement Administration Costs. The Settlement Administrator shall be paid
2 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
3 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
4 \$15,000. Prior to the filing of a motion for final approval of this Settlement, the Settlement
5 Administrator shall provide the Parties with a statement detailing the costs of administration.

6 j. Payment to the LWDA. Twenty-Five Thousand Dollars (\$25,000) from the
7 Gross Settlement Amount will be allocated to penalties under the Private Attorneys General Act of
8 2004. Seventy-five percent (75%) of that amount, or \$18,750, will be paid to the LWDA and twenty-
9 five (25%) of that amount, or \$6,250, will be paid to the Settlement Class. This PAGA Payment is
10 made pursuant to California Labor Code § 2699(i).

11 59. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
12 Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement
13 Administration Costs, and payment to the LWDA, shall all be distributed by the Settlement
14 Administrator within fourteen (14) calendar days of receipt of the Gross Settlement Amount from
15 Defendant. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
16 Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions
17 and payments made in accordance with this Agreement.

18 60. Pay Period Differential. It is currently estimated that Class Members have worked
19 7,806 Pay Periods. Defendant shall provide Plaintiff with the total number of Class Members, and
20 the total number of Compensable Pay Periods worked by them, ten (10) calendar days before the date
21 that Plaintiff informs Defendant that Plaintiff will file a motion for preliminary approval. If ten (10%)
22 percent more Compensable Pay Periods are identified at that time, the Gross Settlement Amount will
23 be increased on a pro rata basis according to the number of additional Compensable Pay Periods
24 identified (i.e., all Compensable Pay Periods beyond 8,587).

25 61. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
26 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
27 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments;
28 (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) payment to the LWDA;

1 (e) payment to the Aggrieved Employees and (f) the Settlement Administration Costs.

2 62. Nullification of Settlement Agreement. In the even the Settlement does not become
3 final for any reason, then this Agreement, and any documents generated to bring it into effect, shall
4 be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
5 likewise be treated as void from the beginning. In the event an appeal is filed from the Court's Final
6 Approval Order and Judgment, or any other appellate review is sought, administration of the
7 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
8 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
9 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
10 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
11 of said notification.

12 63. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
13 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
14 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
15 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

16 64. No Admission by Defendant. Defendant denies any and all claims alleged in this
17 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
18 admission, and shall not be used against Defendant by either Plaintiff or Settlement Class Members
19 as an admission or indication with respect to any claim of any fault, concession, or omission by any
20 Defendant.

21 65. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
22 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
24 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
25 only and do not constitute a part of this Agreement.

26 66. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
27 except such proceedings necessary to implement and complete the Settlement, holding the Action in
28 abeyance pending the final approval hearing to be conducted by the Court.

1 67. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
2 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
3 with this Agreement shall be resolved as follows:

4 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
5 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party
6 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
7 the alleged violation.

8 b. Upon receiving notice of the alleged violation or dispute, the responding Party
9 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
10 with the reasons why the Party disputes all or part of the allegation.

11 c. If the response does not address the alleged violation to the initiating Party's
12 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
13 differences.

14 d. If Class Counsel and Defendant's Counsel are unable to resolve their
15 differences after twenty (20) calendar days, either Party shall first contact the mediator (Hon. Amy
16 D. Hogue, Ret.) to try to resolve the dispute. If that proves unsuccessful, the party may file an
17 appropriate motion for enforcement with the Court. The briefing of such motion should be in letter
18 brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

19 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
20 under this Section may be recovered by any Party that prevails under the standards set forth within
21 the meaning of applicable law.

22 68. Amendment or Modification. This Agreement may be amended or modified only by
23 a written instrument signed by counsel for all Parties.

24 69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
25 the entire Agreement among these Parties, and no oral or written representations, warranties, or
26 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
27 representations, warranties, and covenants contained and memorialized in the Agreement and its
28 Exhibits.

1 70. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
5 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
6 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
7 unable to reach agreement on the form or content of any document needed to implement the
8 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
9 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
10 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
11 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
12 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
13 covered by this Settlement to a third-party.

14 71. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
15 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 72. California Law Governs. All terms of this Settlement Agreement and the Exhibits
17 hereto shall be governed by and interpreted according to the laws of the State of California.

18 73. Counterparts. This Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
20 instrument.

21 74. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
22 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
23 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

24 75. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
25 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
26 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
27 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
28 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement

1 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
2 are subject to approval by the Court.

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

7 Dated: 11-11-24

8 By: Maria Gloria Ordaz
Maria Gloria Ordaz

9
10 Dated: 1/6/25

11 By: SEAN HARRIGAN
Plascor, Inc.

12 Title: CFO

13
14 **APPROVED AS TO FORM:**

15 Dated: November 11, 2024

16 By: 
17 Scott E. Wheeler
18 Law Office of Scott E. Wheeler
19 Counsel for Plaintiff and the Putative Class

20 Dated: November 1, 2024

21 By: April Szabo
22 Atkinson, Andelson, Loya, Ruud & Romo,
23 APC
24 William M. Betley
25 April L. Szabo
26 Counsel for Plascor, Inc.

EXHIBIT 1

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Maria Gloria Ordaz, and all others similarly situated v. Plascor, Inc.*, California Superior Court, County of Riverside, Case No. CVRI2306306 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Plascor, Inc.’s (“Defendant”) records show that you belong to the following “Class” of all current and former hourly nonexempt employees who worked for Defendant at any time during the Class Period and therefore are a “Class Member”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All hourly employees who worked at any time for Defendant in the State of California from November 22, 2019 through December 31, 2024 (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

Also, according to Defendant’s records, you were employed from November 9, 2022, through December 31, 2024, and are therefore a PAGA Aggrieved Employee.

What is this case about?

In the Action, Maria Gloria Ordaz (“Plaintiff”) alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) violation of the California Private Attorneys’ General Act (“PAGA”), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 16-2001, as alleged in the Operative Complaint and the LWDA Notice dated September 15, 2023.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Class Action Complaint (“Operative Complaint”) filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the costs of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses; however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant’s Counsel

**ATKINSON, ANDELSON, LOYA,
RUUD & ROMO, APC**
William M. Betley
3880 Lemon Street, Suite 350
Riverside, California 92501
Phone: 951-683-1122

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$250,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least **\$_____**.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Settlement Class Member”). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable

Pay Periods worked by each Settlement Class Member to the total number of Pay Periods worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of November 22, 2019, through December 31, 2024, you worked [REDACTED] Compensable Pay Periods in California, and therefore, your settlement payment as a Class Member is estimated to be \$[REDACTED].

According to Defendant's records, during the period of November 9, 2022, through December 31, 2024, you worked [REDACTED] PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$[REDACTED].

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for Class Members varies from [REDACTED] to [REDACTED]. Your estimated recovery is [REDACTED]. PAGA Payments for penalties to PAGA Aggrieved Employees will range from [REDACTED] to [REDACTED]. Your estimated PAGA Payment is [REDACTED].

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline], or by e-mail by [REDACTED]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Pay Periods set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement Class Member will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. All funds attributable to PAGA penalties that are not timely negotiated by PAGA Aggrieved Employees will be paid to the LWDA.

The settlement payment issued to you will be allocated as follows: ninety percent (90%) as wages, eight percent (8%) as penalties, and two percent (2%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement. The penalties and interest portion will not be subject to withholdings and a 1099 will be provided to you for these payments.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees not to exceed Eighty-Three Thousand and Two Hundred and Fifty Dollars (\$83,250.00) or thirty-three and one-third (33.333) percent of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$17,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$12,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$[REDACTED]. A payment in the amount of \$18,750 will also be made to the LWDA for its share of

PAGA penalties, while \$6,250 will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 16-2001, as alleged in the Operative Complaint and the LWDA Notice dated September 15, 2023.

This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff and the State of California will release all claims for civil penalties only, as set forth in the Operative Complaint and in Plaintiff's LWDA Notice dated September 15, 2023. Plaintiff and the State of California are fully and irrevocably releasing the Released Parties, during the period of time from November 9, 2022 through December 31, 2024, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims for penalties only as alleged in and based on the facts asserted in Plaintiff's September 15, 2023 LWDA Notice and alleged within the Operative Complaint. In particular, the released PAGA claims for penalties include the underlying purported violations for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226, 1174 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (9) failure to provide COVID-19 supplemental sick leave, in violation of Labor Code Sections 248.1, 248.2, and 248.6; (10) failure to provide suitable seating, in violation of IWC Wage Orders 1-2001, Section 14, 4-2001, Section 14, 16-2001, Section 12; (11) failure to maintain reasonable temperatures in work areas, in violation of IWC Wage Orders 1-2001, Section 15, 4-2001, Section 15, IWC Wage Order 16-2001, Section 13; and (12) failure to indemnify for necessary business expenditures incurred in the discharge of duties, in violation of Labor Code Section 2802, only. Released PAGA Claims include any claims for attorneys' fees, costs, or other damages that may be recoverable under the PAGA claims that are alleged in the Operative Complaint and LWDA Notice. This release shall apply to PAGA claims arising at any point during the PAGA Period.

Released Parties” collectively means: (i) Defendant; and (ii) Defendant’s current officers, directors, employees and agents only.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief; or (d) the date that Defendant has fully funded the Gross Settlement Amount to the Settlement Administrator.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [redacted] or e-mail a Request for Exclusion to Phoenix Settlement Administrators by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [redacted]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If wish to object in writing, you must mail a written statement of objection to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [redacted]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] 2025 in Department 1 of the Riverside Superior Court, Historic Court House, located at 4050 Main Street, Riverside, California 92501. The final approval hearing may be continued without further notice to Class Members unless they have filed an objection to the Settlement. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Riverside Superior Court Historic Court House, located at 4050 Main Street, Riverside, California 92501. A copy of the Settlement Agreement was filed on January ____, 2025 and is attached to the Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval. You can also visit the Court's website at: www.riverside.courts.ca.gov for more information, including obtaining a copy of the Amended Settlement Agreement online. and the Court's updated COVID-19 protocol.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT 2

1 **THE WHEELER LAW FIRM, APC**

2 Scott Ernest Wheeler (SBN 187998)

3 Justin A. Wheeler (SBN 342226)

4 250 West First Street, Suite 216

5 Claremont, California 91711

6 Telephone: (909) 621-4988

7 Facsimile: (909) 621-4622

8 Email: sew@scottwheelerlawoffice.com

9 jaw@scottwheelerlawoffice.com

10 *Attorneys for Plaintiff and the Putative Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE**

13 MARIA GLORIA ORDAZ, individually,
14 and on behalf of all others similarly
15 situated,

16 Plaintiff,

17 v.

18 PLASCOR, INC., a California
19 corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.
22

CASE NUMBER: CVRI2306306

[Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL**

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it Plaintiff's unopposed Motion for Preliminary Approval of
3 Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action Settlement
4 Agreement and Release ("Settlement Agreement"), attached to the Declaration Of Scott E. Wheeler
5 In Support Of Plaintiff's Motion For Preliminary Approval Of Class Action Settlement Filed On
6 Behalf Of Plaintiff, filed January ____, 2025, and all exhibits attached thereto, and good cause
7 appearing therefore, the Court hereby finds and orders as follows:

8 1. The Court finds on a preliminary basis that the settlement memorialized in the
9 Settlement Agreement appears to be fair and adequate, and fall within the range of reasonableness,
10 and therefore meets the requirement for preliminary approval.

11 2. The Court conditionally certifies for settlement purposes the following class (the
12 "Class" or "Settlement Class"):

13 All current and former nonexempt hourly employees who worked at any time for
14 Defendant in the state of California from November 22, 2019, through December 31,
15 2024.

16 The Class Period is November 22, 2019, through December 31, 2024. (See, Agreement,
17 ¶8, lines 5-6).

18 3. The court conditionally certifies for settlement purposes the portion of this
19 Settlement regarding the Private Attorneys General Act ("PAGA Aggrieved Employees):

20 All current and former nonexempt hourly employees who worked at any time for
21 Defendant in the state of California from November 9, 2022, through December 31,
22 2024.

23 The PAGA Period means the time from November 9, 2022, through December 31, 2024.
24 (See, Agreement, ¶24, lines 14-15).

25 4. The Court finds, for settlement purposes, that the Class meets the requirements for
26 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
27 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
28 interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are
typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately

1
2 protect the interests of the Class; and (5) a class action is superior to other available methods for
3 the fair and efficient adjudication of the controversy.

4 5. The Court appoints, for settlement purposes, Plaintiff Maria Gloria Ordaz as
5 Representative for the Class.

6 6. The Court appoints, for settlement purposes, Scott Ernest Wheeler and Justin A.
7 Wheeler of The Wheeler Law Firm, APC as Class Counsel.

8 7. The Parties are ordered to carry out the Settlement according to the terms of the
9 Settlement Agreement.

10 8. The Court appoints Phoenix Class Action Administration Solutions as the
11 Settlement Administrator and is ordered to carry out the administration of the settlement according
12 to the terms of the Settlement Agreement.

13 9. The Class Action Settlement Notice (Exh. A) shall be accompanied by the Exclusion
14 Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement Administrator,
15 Phoenix Class Action Administration Solutions, and not this Court. The Settlement Administrator
16 shall direct copies of any Exclusion Forms to counsel for the Parties. If any Exclusion Forms are
17 received from Class Members, the Settlement Administrator is ordered to file a declaration
18 concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every
19 exclusion form received.

20 10. The Class Action Settlement Notice (Exh. A) shall be accompanied by the
21 Objection Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement
22 Administrator, Phoenix Class Action Administration Solutions, and not this Court. The
23 Settlement Administrator shall direct copies of any Objection Forms to counsel for the Parties. If
24 any Objection Forms are received from Class Members, the Settlement Administrator is ordered
25 to file a declaration concurrently with the filing of Plaintiff's Motion for Final Approval,
26 authenticating a copy of every Objection Form received.

27 11. If any Class Member objects to the Settlement Agreement, the objecting party is
28 not required, either personally or through counsel: 1) to appear at the hearing on the motion for
final approval for that party's objection to be considered; or 2) to file or serve, or to state in the

objection, a notice of intention to appear at the hearing on the motion for final approval.

12. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	March 6, 2025
Last day for Settlement Administrator to mail Class Notice	March 17, 2025
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	May 2, 2025
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards	Per Code
Final Approval Hearing	June 26, 2025

13. At the Final Approval Hearing, the Court will consider whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and whether the payments provided for under the Settlement, including attorneys' fees and costs and class representative service awards, should be finally approved and granted.

14. Phoenix Class Action Administration Solutions, the Settlement Administrator, shall provide notice to any objecting party of any continuance of the hearing of Plaintiff's Motion for Final Approval.

15. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

Dated: _____, 2025

HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Maria Gloria Ordaz, and all others similarly situated v. Plascor, Inc.*, California Superior Court, County of Riverside, Case No. CVRI2306306 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Plascor, Inc.’s (“Defendant”) records show that you belong to the following “Class” of all current and former hourly nonexempt employees who worked for Defendant at any time during the Class Period and therefore are a “Class Member”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All hourly employees who worked at any time for Defendant in the State of California from November 22, 2019 through December 31, 2024 (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

Also, according to Defendant’s records, you were employed from November 9, 2022, through December 31, 2024, and are therefore a PAGA Aggrieved Employee.

What is this case about?

In the Action, Maria Gloria Ordaz (“Plaintiff”) alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) violation of the California Private Attorneys’ General Act (“PAGA”), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 16-2001, as alleged in the Operative Complaint and the LWDA Notice dated September 15, 2023.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Class Action Complaint (“Operative Complaint”) filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the costs of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses; however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant’s Counsel

**ATKINSON, ANDELSON, LOYA,
RUUD & ROMO, APC**
William M. Betley
3880 Lemon Street, Suite 350
Riverside, California 92501
Phone: 951-683-1122

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$250,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$_____.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Settlement Class Member”). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable

Pay Periods worked by each Settlement Class Member to the total number of Pay Periods worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of November 22, 2019, through December 31, 2024, you worked [REDACTED] Compensable Pay Periods in California, and therefore, your settlement payment as a Class Member is estimated to be \$[REDACTED].

According to Defendant's records, during the period of November 9, 2022, through December 31, 2024, you worked [REDACTED] PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$[REDACTED].

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for Class Members varies from [REDACTED] to [REDACTED]. Your estimated recovery is [REDACTED]. PAGA Payments for penalties to PAGA Aggrieved Employees will range from [REDACTED] to [REDACTED]. Your estimated PAGA Payment is [REDACTED].

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline], or by e-mail by [REDACTED]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Pay Periods set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement Class Member will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. All funds attributable to PAGA penalties that are not timely negotiated by PAGA Aggrieved Employees will be paid to the LWDA.

The settlement payment issued to you will be allocated as follows: ninety percent (90%) as wages, eight percent (8%) as penalties, and two percent (2%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement. The penalties and interest portion will not be subject to withholdings and a 1099 will be provided to you for these payments.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees not to exceed Eighty-Three Thousand and Two Hundred and Fifty Dollars (\$83,250.00) or thirty-three and one-third (33.333) percent of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$17,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$12,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$[REDACTED]. A payment in the amount of \$18,750 will also be made to the LWDA for its share of

PAGA penalties, while \$6,250 will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 16-2001, as alleged in the Operative Complaint and the LWDA Notice dated September 15, 2023.

This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff and the State of California will release all claims for civil penalties only, as set forth in the Operative Complaint and in Plaintiff's LWDA Notice dated September 15, 2023. Plaintiff and the State of California are fully and irrevocably releasing the Released Parties, during the period of time from November 9, 2022 through December 31, 2024, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims for penalties only as alleged in and based on the facts asserted in Plaintiff's September 15, 2023 LWDA Notice and alleged within the Operative Complaint. In particular, the released PAGA claims for penalties include the underlying purported violations for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226, 1174 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (9) failure to provide COVID-19 supplemental sick leave, in violation of Labor Code Sections 248.1, 248.2, and 248.6; (10) failure to provide suitable seating, in violation of IWC Wage Orders 1-2001, Section 14, 4-2001, Section 14, 16-2001, Section 12; (11) failure to maintain reasonable temperatures in work areas, in violation of IWC Wage Orders 1-2001, Section 15, 4-2001, Section 15, IWC Wage Order 16-2001, Section 13; and (12) failure to indemnify for necessary business expenditures incurred in the discharge of duties, in violation of Labor Code Section 2802, only. Released PAGA Claims include any claims for attorneys' fees, costs, or other damages that may be recoverable under the PAGA claims that are alleged in the Operative Complaint and LWDA Notice. This release shall apply to PAGA claims arising at any point during the PAGA Period.

Released Parties” collectively means: (i) Defendant; and (ii) Defendant’s current officers, directors, employees and agents only.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief; or (d) the date that Defendant has fully funded the Gross Settlement Amount to the Settlement Administrator.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [redacted] or e-mail a Request for Exclusion to Phoenix Settlement Administrators by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [redacted]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If wish to object in writing, you must mail a written statement of objection to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [redacted]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] 2025 in Department 1 of the Riverside Superior Court, Historic Court House, located at 4050 Main Street, Riverside, California 92501. The final approval hearing may be continued without further notice to Class Members unless they have filed an objection to the Settlement. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Riverside Superior Court Historic Court House, located at 4050 Main Street, Riverside, California 92501. A copy of the Settlement Agreement was filed on January ____, 2025 and is attached to the Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval. You can also visit the Court's website at: www.riverside.courts.ca.gov for more information, including obtaining a copy of the Amended Settlement Agreement online. and the Court's updated COVID-19 protocol.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B

MARIA GLORIA ORDAZ v. PLASCOR, INC..
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2306306

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR EMAILED ON OR BEFORE

_____.

Phoenix Settlement Administrators Re: Ordaz v. Plascor, Inc.
P.O. Box 7208 Orange, CA 92863 Phone: (800) 523-5773 Email: Info@phoenixclassaction.com E-Mail (insert address)

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.

I confirm that I was employed by and performed work for Plascor, Inc. between November 22, 2019, through December 31, 2024. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement, and will not be bound by the Settlement. If you exclude yourself from the Settlement, you will still receive your share of the penalties payment under the Private Attorneys General Act (“PAGA”) if you are eligible.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security Numbers)

EXHIBIT C

MARIA GLORIA ORDAZ v. PLASCOR, INC.,
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2306306

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN xxx.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

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 you participate in the Settlement and receive a Settlement Share you do so in exchange for a release of the Released Claims as more fully discussed below.
---------------	---

If you wish to Object to the Settlement you can appear at the Final Approval Hearing and make an oral objection, or you can make a written objection. If you wish to object in writing, you must mail to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) your signature. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [redacted]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You can appear in person at the Final Approval Hearing set for [redacted], 2025 at [redacted] in Dept. 1 of the Riverside County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your Objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Plascor, Inc., who will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(Signature)

(Typed or Print Name)

(Employee ID or Last Four Numbers of Social
Security Number)

(Address)

If you wish to object to the Settlement, you must mail your Objection by _____, 2025 to:

PHOENIX SETTLEMENT ADMINISTRATORS

Re: *Ordaz v. Plascor, Inc.*

P.O. Box 7208

Orange, CA 92863

Phone: (800) 523-5773

Email: Info@phoenixclassaction.com