

1 ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
2 ghollis@archlegal.com
Nathan Reese (SBN 283150)
3 nreese@archlegal.com
Ommar Chavez (SBN 331508)
4 ochavez@archlegal.com
3555 Fifth Avenue Suite 200
5 San Diego, California 92103
Telephone: 619.692.0800
6 Facsimile: 619.692.0822

7 Attorneys for Plaintiffs Andrew Williams, Ronald Tacker,
and Shay Brant Rolfe

8
9 (Additional Counsel Listed on the Next Page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12 ANDREW WILLIAMS, RONALD TACKER;
13 and SHAY BRANT ROLFE, individually and
14 on behalf of all similarly situated and/or
aggrieved employees of Defendants in the State
of California,

15 Plaintiffs,

16
17 v.

18 THE MICHAELS ORGANIZATION, LLC.,
and DOES 1 THROUGH 50, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.: CIVSB2404115

CLASS AND REPRESENTATIVE ACTION

**SUPPLEMENTAL DECLARATION OF
NATHAN J. REESE IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: March 19, 2026

Time: 8:30 a.m.

Dept: S22

Judge: Hon. David E. Driscoll

[Filed concurrently with the Memorandum of
Points and Authorities, the Declarations of Nathan
J. Reese, Larry W. Lee, Shaun Setareh, Andrew
Williams, Ronald Tacker, and Shay Brant Rolfe,
and [Proposed] Order]

Complaint Filed: January 29, 2024

Trial Date: None set

Additional Counsel:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee (SBN 228175)

lwlee@diversitylaw.com

Simon L. Yang (SBN 260286)

sly@diversitylaw.com

515 S. Figueroa St., Suite 1250

Los Angeles, California 90071

Telephone: 213.488.6555

Facsimile: 213.488.6554

William L. Marder, Cal Bar No. 170131

POLARIS LAW GROUP

501 San Benito Street, Suite 200

Hollister, California 95023

Telephone: 831.531.4214

Facsimile: 831.634.0333

bill@polarislawgroup.com

Dennis S. Hyun (State Bar No. 224240)

HYUN LEGAL, APC

515 S. Figueroa St., Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

dhyun@hyunlegal.com

SETAREH LAW GROUP

Shaun Setareh (SBN 204514)

shaun@setarehlaw.com

Thomas Segal (SBN 222791)

thomas@setarehlaw.com

Farrah Grant (SBN 293898)

farrah@setarehlaw.com

9665 Wilshire Boulevard, Suite 430

Beverly Hills, California 90212

Telephone: 310.888.7771

Facsimile: 310.888.0109

Edward W. Choi, Esq. SBN 211334

LAW OFFICES OF CHOI & ASSOCIATES, APLC

515 S. Figueroa St., Suite 1250

Los Angeles, CA 90071

Telephone: (213) 381-1515

Facsimile: (213) 465-4885

Email: edward.choi@choiandassociates.com

Attorneys for Plaintiffs Andrew Williams, Ronald Tacker, and Shay Brant Rolfe

1 I, Nathan J. Reese, Declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the State of California. I am an
3 attorney with ARCH Legal, P.C. ("ARCH Legal") in San Diego, California. ARCH Legal is counsel of
4 record for Plaintiffs Andrew Williams, Ronald Tacker, and Shay Rolfe ("Plaintiffs") in the consolidated
5 matter entitled *Andrew Williams, et al. v. The Michaels Organization, LLC*, Superior Court of California,
6 County of San Bernardino, Case No. CIVSB2404115 (the "Action"). I am one of the attorneys at my firm
7 primarily handling this Action. I am thoroughly familiar with, and have personal knowledge of, the facts
8 set forth herein, except if otherwise stated. If called as a witness, I could and would competently testify to
9 the information set forth below.

10 2. This declaration supplements my declaration filed on February 25, 2026, in support of
11 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ("Reese MPA
12 Decl.").

13 3. The settlement agreement attached as Exhibit 1 to the Reese MPA Decl. was missing
14 Plaintiff Tacker and his counsel's signature. A true and correct copy of the parties' fully executed Class
15 Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**.

16 4. A copy of the fully executed settlement agreement was provided to the state of California
17 Labor and Workforce Development Agency ("LWDA") at the same time these supplemental documents
18 are being filed with the Court. Attached hereto as **Exhibit 2** is a true and correct copy of the confirmation
19 of submission of the Revised Settlement to the LWDA.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 2nd day of March 2026, in San Diego, California.

22
23 

24 Nathan J. Reese

25 Attorney for Plaintiff Andrew Williams
26
27
28

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Andrew Williams v. The Michaels Organization, LLC, Case No. CIVSB2404115
Ronald Tacker v. The Michaels Organization, LLC, Case No. CV66275
Shay Rolfe v. The Michaels Organization, LLC, Case No. 25CV000981
Shay Rolfe v. The Michaels Organization, LLC, Case No. 25CV002219
San Bernardino Superior Court (Lead Case No. CIVSB2404115)

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Andrew Williams ("Williams"), Ronald Tacker ("Tacker"), and Shay Rolfe ("Rolfe") (collectively, "Plaintiffs" or "Class Representatives") and defendant The Michaels Organization, LLC ("Defendant"). Plaintiffs and Defendant shall collectively be referred to as "Parties," or individually as "Party." This Agreement is made subject to approval of the Superior Court of the State of California, County of San Bernardino.

1. **DEFINITIONS.**

1.1. "Actions" means the related civil actions against Defendant: (a) *Andrew Williams v. The Michaels Organization, LLC*, Case No. CIVSB2404115, San Bernardino Superior Court ("Williams Action"); (b) *Ronald Tacker v. The Michaels Organization, LLC*, Case No. CV66275, Tuolumne County Superior Court ("Tacker Action"); (c) *Shay Rolfe v. The Michaels Organization, LLC*, Case No. 25CV000981, Monterey County Superior Court ("Rolfe Class Action"); and (d) *Shay Rolfe v. The Michaels Organization, LLC*, Case No. 25CV002219, Monterey County Superior Court ("Rolfe PAGA Action").

1.2. "Administrator" or "Settlement Administrator" means Phoenix Class Action, the neutral entity mutually agreed upon by the Parties to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" or "PAGA Member" means all persons employed by Defendant as non-exempt employees in California who worked any hours for Defendant in California during any pay period from October 31, 2023 through November 29, 2025.

1.5. "Agreement" or "Settlement Agreement" shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.6. "Class Counsel" means ARCH Legal PC, Setareh Law Group, Diversity Law Group, P.C., Law Offices of Choi & Associates, Polaris Law Group, and Hyun Legal, APC, the firms designated as counsel for the Settlement Class and PAGA Members.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1.7. "Class Counsel Fees Payment" and "Class Counsel Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred in prosecuting the Actions.

1.8. "Class Data" means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator which shall include the Class Member and PAGA Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, last-known telephone number, Social Security number, number of Workweeks worked during the Class Period, and number of Pay Periods worked during the PAGA Period.

1.9. "Class Member", "Settlement Class" or "Settlement Class Member" means all persons employed by Defendant as non-exempt employees in California from November 10, 2022, through November 29, 2025, as either a Participating Class Member or Non-Participating Class Member. The Settlement Class does not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement.

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court-approved notice of class action settlement to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from November 10, 2022, through November 29, 2025.

1.13. "Class Release Period" means the period from November 10, 2022, through November 29, 2025.

1.14. "Class Representatives" or "Plaintiffs" mean Andrew Williams, Ronald Tacker, and Shay Rolfe, the named Plaintiffs in the Actions seeking Court approval to serve as Class Representatives.

1.15. "Class Representative Service Payments" or "Service Awards" mean the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.16. "Complaint" or "First Amended Complaint" refers to the First Amended Complaint to be filed in the Williams Action that will include all named Plaintiffs and their counsel, all Released Class Claims and all Released PAGA Claims against all Released Parties, as provided in this Settlement.

1.17. "Court" means the Superior Court of California, County of San Bernardino.

1.18. "Defendant" means The Michaels Organization, LLC, the named defendant in the Actions.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1.19. "Defense Counsel" means Jackson Lewis P.C., including Cary G. Palmer, Evan D. Beecher, and Raja Hafed.

1.20. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if one or more Participating Class Members objects to the Settlement and a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment, issues a remittitur upholding the Settlement as final and without any additional time or rights to appeal.

1.21. "Exclusion List" means the confidential list containing the names and other identifying information of Class Members who have timely submitted timely and valid Requests for Exclusion.

1.22. "Final Approval" means the Court's order granting Final Approval of the Settlement.

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. "Gross Settlement Amount" or "GSA" means \$520,000.00, which is the maximum amount Defendant agrees to pay under the Settlement, except for the employer's share of applicable employer payroll tax obligations associated with the portion of the Net Settlement Amount allocated to wages that Defendant shall separately pay. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.

1.26. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.27. "Individual PAGA Payment" or "PAGA Share" means the PAGA Member's pro rata share of the PAGA Member Amount calculated according to the number of Pay Periods worked during the PAGA Period.

1.28. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.29. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.30. "LWDA PAGA Payment" or "LWDA Payment" means the 65% of the PAGA Penalty Amount (\$33,800.00) paid to the LWDA under Labor Code § 2699, subd. (i).

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1.31. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalty Amount, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments, less required withholdings.

1.32. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

1.34. "PAGA Member Amount" means \$18,200.00, which is 35% of the PAGA Penalty Amount to be distributed to PAGA Members.

1.35. "PAGA Notices" means the letters sent to Defendant and the LWDA my respective Plaintiffs providing notice pursuant to Labor Code § 2699.3, subd. (a).

1.36. "PAGA Pay Period" or "Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period as determined by Defendant based on Class Members' time clock data during the PAGA Period.

1.37. "PAGA Penalty Amount" means \$52,000.00 of the Gross Settlement Amount allocated to resolve Plaintiffs' representative PAGA claims.

1.38. "PAGA Period" means the period from October 31, 2023 through November 29, 2025.

1.39. "PAGA Release Period" means the period from October 31, 2023 through November 29, 2025.

1.40. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.41. "Parties" means Plaintiffs and Defendant, collectively. "Party" means any one of them individually.

1.42. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.43. "Released Class Claims" means the claims being released as described in Paragraph 5.1 below.

1.44. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.45. "Released Parties" means: (i) Defendant; (ii) Michaels Management – Affordable, LLC and Michaels Management – Affordable, Inc.; (iii) Interstate Realty Management Company; (iv) Michaels

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Management Services, LLC; (v) Michaels Management Services, Inc.; (vi) Michaels Student Living Management; (vii) University Student Living, LLC; (viii) Michaels Student Living Management; (ix) University Student Living Management, LLC; (x) the past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (xi) any individual or entity which could be jointly liable with any of the foregoing.

1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member.

1.47. "Response Deadline" means forty-five (45) days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may submit a Request for Exclusion or an objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.48. "Settlement" means the final disposition of the Actions effected by this Agreement and the Judgment.

1.49. "Workweek(s)" means any week during which a Class Member worked for Defendant for at least one day during the Class Period as determined by Defendant based on Class Members' time clock data during the Class Period.

2. RECITALS.

2.1. On January 29, 2024, Plaintiff Andrew Williams filed an initial class and PAGA representative action against Defendant, Case No. CIVSB2404115, San Bernardino Superior Court.

2.2. On July 12, 2024, Plaintiff Ronald Tacker filed a class and PAGA representative action against Defendant, Case No. CV66275, Tuolumne County Superior Court.

2.3. On February 19, 2025, Plaintiff Shay Rolfe filed a class action against Defendant, Case No. 25CV000981, Monterey County Superior Court. On April 29, 2025, Plaintiff Shay Rolfe filed a second action bringing PAGA representative claims against Defendant, Case No. 25CV002219, Monterey County Superior Court.

2.4. The complaints in the Actions collectively allege causes of action against Defendant for: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse necessary business expenses; (6) failure to timely pay wages during employment; (7) failure to timely pay all wages due upon separation of employment; (8) failure to provide accurate itemized wage statements; (9) failure to maintain accurate records; (10) failure to provide paid sick leave; (10) violation of Business and Professions Code § 17200, et seq.; and (11) claims for civil penalties pursuant to PAGA for violations of the California Labor Code and Wage Orders.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

2.5. As part of this Settlement, the Parties agree that Plaintiffs will file, for purposes of this settlement, a First Amended Complaint in the *Williams* Action in San Bernardino County Superior Court, which includes, all named Plaintiffs and their counsel, all Released Class Claims and all Released PAGA Claims against all Released Parties, as provided in the Settlement.

2.6. Defendant denies all allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged.

2.7. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs respectively gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.8. Prior to mediation, Plaintiffs obtained through formal and informal discovery information and documents, including but not limited to personnel files, payroll and time records, sampling of time and pay records, information regarding Defendant's policies and practices, information relating to the number of Class Members and Aggrieved Employees, and various aggregate data including the number of Workweeks and PAGA Pay Periods. Plaintiff Williams also conducted his own investigation and located putative class members and interviewed them regarding their experience working for Defendant as it relates to Plaintiffs' Claims. Plaintiffs' counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.9. On September 30, 2025, the Parties participated in an all-day private mediation presided over by experienced wage and hour class action mediator Steven Serratore. The mediation resulted in this Agreement to settle the Actions following a confidential double-blind proposal by the mediator.

2.10. The Court has not granted class certification. However, the parties agree to stipulate to class certification for Settlement purposes only as to the Settlement Class and for the release claims as respectively defined herein.

2.11. The Parties recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. The Parties also have considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Based on the foregoing, the Parties believe the Settlement set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

3. MONETARY TERMS.

Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant agrees to pay \$520,000.00 as the Gross Settlement Amount, and to separately pay all employer payroll taxes owed on the wage portions of the Individual Class Payments. All attorneys' fees and costs, civil penalties under Labor Code section 2698, et seq., service payments and all settlement administration expenses shall be paid out of the Gross Settlement Amount. At no time shall Defendant have the obligation to segregate the funds comprising the Gross Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

3.1. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives not to exceed \$10,000.00 each (\$10,000.00 to Andrew Williams, \$10,000.00 to Ronald Tacker, and \$10,000.00 to Shay Rolfe), for a total of up to \$30,000.00, for the time and work they performed in connection with the Actions. The Class Representative Service Payments are separate from and in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and PAGA Members. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that does not exceed this amount. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099-MISC. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount (\$182,000.00), and a Class Counsel Expenses Payment for actual litigation costs incurred. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel in this matter arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are more or less, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Members: PAGA Penalties in the amount of \$52,000.00 to be paid from the Gross Settlement Amount, with 65% (\$33,800.00) allocated to the LWDA PAGA Payment and 35% (\$18,200.00) allocated to the Individual PAGA Payments.

3.2.5. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties (\$18,200.00) by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

3.2.6. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

3.2.7. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.8. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (45%) and penalties (45%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099-MISC Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.9. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will still be entitled to Individual PAGA Payments if they qualify as PAGA Members.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will confidentially deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator shall not disclose the Class Data to Class Counsel. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund Defendant's share of the employer payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within forty-five calendar days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (120 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members. The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members. The Administrator may send Participating Class Members who also qualify as PAGA Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database and perform in-depth skip tracing to obtain the best possible address for Class Members.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within three (3) business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search using the National Change of Address Database and skip tracing. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced only for good cause and as mutually agreed upon by the Parties in writing, requested by the Class Member prior to the void date.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure § 384, subd. (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Released Class Claims. Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member will release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the First Amended Complaint, including but not limited to claims for (1) failure to provide meal periods; (2) failure to provide rest periods (3) failure to pay minimum, regular, and overtime wages; (4) failure to provide on day's rest in seven; (5) failure to indemnify necessary business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

to timely pay all wages due upon separation of employment; (9) violations of Business and Professions Code §§ 17200 et seq.; and all claims arising under California Labor Code §§ 200, 201, 202, 203, 204, 210, 215, 216, 218, 218.5, 218.6, 223, 225, 226, 226.3, 226.6, 226.7, 233, 246, 354, 408, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, Business and Professions Code §§ 17200 through 17208, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, § 11040, et seq., California Code of Civil Procedure §§ 1021.5, 1032, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, sick pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under this Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, declaratory relief, penalties of any nature (including but not limited to civil penalties and waiting-time penalties), interest, fees, costs during the Class Release Period from November 10, 2022 through November 29, 2025 ("Released Class Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Class Claims.

5.2. Released PAGA Claims. Each PAGA Member will release the Released Parties of all claims pursuant to the Private Attorneys General Act (codified in Labor Code § 2698, et seq.) arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the First Amended Complaint and/or the PAGA Notices, including PAGA claims for violations of California Labor Code §§ 200, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 212, 215, 216, 218, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 248.5, 354, 408, 432, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, California Code of Civil Procedure s§ 1021.5, California Code of Regulations, title 8, §§ 110404(5)(A), 3395, and the wage orders of the California Industrial Welfare Commission during the PAGA Release Period from October 31, 2023 through November 29, 2025 ("Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their settlement checks sent pursuant to this Settlement. PAGA Members cannot and do not have the right to opt out of the Released PAGA Claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion as PAGA Members assuming they/he/she qualifies as a PAGA Member. Upon entry of Judgment, the Released PAGA Claims will be subject to claim preclusion.

5.3. General Release by Class Representatives. This Agreement is conditioned upon a full release by Class Representatives against the Released Parties. In exchange for the Class Representative Service Payments, upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Class Representative releases the Released Parties from any and all charges, complaints, claims, causes of action, demands, disputes, damages, business expenses, attorneys' fees, costs, losses, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which the Class Representative, at any time, had, claimed to have, or the Class Representative may have, including but not limited to any and all claims arising out of, relating to, or resulting from his/her employment with and separation of employment with Released Parties,

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

including any claims arising under any federal, state, or local law relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code included but not limited to §§ 200, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 212, 215, 216, 218, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 248.5, 354, 408, 432, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802; Business and Professions Code §§ 17200, et seq.; California Code of Civil Procedure §§ 1021.5, 1032; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all known and unknown claims; provided that, notwithstanding the foregoing, this paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Each Class Representative understands and expressly agrees that this Agreement extends to claims that he/she has against Released Parties, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the Effective Date of this Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of § 1542 of the California Civil Code, are hereby expressly waived.

Section 1542 of the California Civil Code reads as follows:

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

5.4 Class Members shall be enjoined from filing claims before the California Division of Labor Standards Enforcement (DLSE) or from initiating other proceedings regarding the Released Class Claims against the Released Parties until they opt out of the Settlement Class. This provision is intended to provide all Class Members the opportunity to participate in or to opt out of the Settlement and to ensure finality of the Settlement and the Released Class Claims to the fullest extent permitted by law.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1 First Amended Complaint and Related Case Stays. Plaintiffs shall file, for the sole purpose of facilitating this settlement, a First Amended Complaint in the Williams Action in San Bernardino County Superior Court, which will be mutually agreed upon by the Parties, that shall include all named Plaintiffs and their counsel, all Released Class Claims and all Released PAGA Claims, as provided in the Settlement. The Parties agree to execute a joint stipulation and proposed order to permit Plaintiffs to file the First Amended Complaint. Within five (5) calendar days of Court approval to do so, Plaintiffs shall file the First Amended Complaint in the Williams Action. Defendant shall have statutory time to file and

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

serve an answer to Plaintiffs' First Amended Complaint. Within five (5) calendar days after Plaintiffs' First Amended Complaint is filed in the Williams Action, Plaintiff Rolfe and Defendant shall file a stipulation in the Rolfe Action to stay the Rolfe Action pending final approval of the settlement, and Plaintiff Tacker and Defendant shall file in the Tacker Action a stipulation to stay the Tacker Action pending final approval of the settlement. Within ten (10) calendar days after the Effective Date of the Settlement, Plaintiffs Rolfe and Tacker shall file a declaration and request to dismiss their respective actions as moot given the Settlement and Final Approval and Judgment in the Williams Action.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel (i) a draft of the notice, and memorandum and declarations in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (1)(2) and (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement in the form and substance attached to this Agreement as Exhibit "B", unless modified by the Court and agreed to by the Parties. Class Counsel will provide Defense Counsel the opportunity to review and comment on the motions before they are filed.

6.3 Filing Deadline for Motion for Preliminary Approval. The Parties agree to seek preliminary Court approval of the Settlement within 120 calendar days from execution of the Confidential Memorandum of Understanding.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Confidentiality and Privacy Protections. The Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

perform under this Agreement, and shall not provide the Class Data to Class Counsel or other third parties. The Class Data will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement. The Settlement Administrator shall take reasonable steps to protect the confidential and private Class Data. To the extent Class Counsel possesses or comes to possess the Class Data, Class Counsel shall return all such information (including copies, data, or information derived therefrom) within seven (7) calendar days from the final approval effective date of the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

7.5 Notice to Class Members and PAGA Members.

7.5.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.5.2 Using best efforts to perform as soon as possible, and in no event later than forty-five (45) calendar days after the Court grants Preliminary Approval of the Settlement, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form and substance attached to this Agreement as Exhibit "A", except as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and Pay Periods worked during the PAGA Period used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and perform skip tracing.

7.5.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search using skip tracing, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.5.4 The deadlines for Class Members' written objections and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5.5 If the Administrator, Defense Counsel, Class Counsel or Defendant are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

7.6 Requests for Exclusion.

7.6.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator by email, fax, or mail a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be transmitted or postmarked on or before the Response Deadline.

7.6.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.6.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.6.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment. PAGA Members cannot legally request to be excluded from the Released PAGA Claims and all such requests must be rejected by the Settlement Administrator.

8. CHALLENGES TO WORKWEEKS/PAY PERIODS, OBJECTIONS TO SETTLEMENT, AND ADMINISTRATOR DUTIES

8.1 Challenges to Calculation of Workweeks or Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks or Pay Periods worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email, or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume the Workweeks and Pay Periods worked contained in the Class Notice are correct so long as they are consistent with the Class Data, which are based on Defendant's time clock records. The Administrator's determination of each Class Member's

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

allocation of Workweeks and Pay Periods worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. Defendant's counsel shall be provided the opportunity to respond to any challenges by Class Members with additional information, records or data.

8.2 Objections to Settlement.

8.2.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Payments.

8.2.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own cost) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). Written objections must state what the Class Member objects to, the reasons for the objection, and any supporting facts. The objection must include the Class Member's name, address, telephone number, dates of employment with Defendant, and signature.

8.2.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.2.4 Objecting to the Settlement does not exclude a Class Member from the Settlement.

8.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.3.1 Email Address and Toll-Free Number. The Administrator will establish, maintain and monitor a toll-free telephone number and email address to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide information regarding the Settlement.

8.3.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Defense Counsel only, containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Exclusion List shall not be transmitted to Class Counsel, to third parties or to the Court, unless otherwise ordered by the Court; the Administrator shall disclose the number and percentage of Requests for Exclusions to Class Counsel and to the Court in public filings.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

8.3.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion (valid or invalid), and attach copies of all objections received.

8.3.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, with the presumption in favor of the Workweeks provided by Defendant's time clock records, unless good-cause requires otherwise based on information and documents provided by Class Members. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.3.5 Administrator's Declaration. Not later than seven (7) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number and percentage of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. The Exclusion List is not to be included in the Administrator's Declaration, unless ordered by the Court. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Workweeks and Pay Periods worked by Class Members and PAGA Members and the per Workweek and per Pay Period value of each. The Administrator will supplement its declaration as requested by the Parties and/or ordered by the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

To negotiate this Settlement, as of the date of mediation on September 30, 2025, Defendant estimated Class Members worked approximately 56,400 Workweeks from November 10, 2022 to September 30, 2025. The Parties agree that if the final number of Workweeks from November 10, 2022 to September 30, 2025, increases by more than ten percent (10%) above 56,400 Workweeks (*i.e.*, exceeds 62,040 Workweeks), Defendant at its sole discretion shall either: (1) increase the Gross Settlement Amount on a pro rata basis equal to the number of Workweeks worked by Class Members for Defendant above ten percent (10%) (*i.e.*, by the percentage of Workweeks above 62,040 Workweeks); or (2) end the Class Period at the point in time where Workweeks equal 62,040 Workweeks. For example, if the number of Workweeks increases by eleven percent (11%), Defendant may elect to increase the Gross Settlement Amount by one percent (1%), or alternatively, end the Class Period when the Workweeks reach 62,040.

10. DEFENDANT'S RIGHT TO WITHDRAW.

If the percentage of timely and valid Requests for Exclusion identified in the Exclusion List exceeds 10% of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its right to withdraw not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; invalid and untimely Requests for Exclusion, and exercising a late right to withdraw by Defendant, will have no effect on the Settlement. The names and identities of Class Members who submit Requests for Exclusion will not be disclosed to Class Counsel.

11. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"), with the Proposed Final Approval Order and Judgment in the form and substance attached to this Agreement as Exhibit "C", except as modified by the Court and agreed to by the Parties. Plaintiffs shall provide drafts of these Final Approval documents to Defense Counsel prior to filing the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment pursuant to Code of Civil Procedure section 664.6, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any enforcement actions.

11.4 Signatures by Class Member and PAGA Members. The Parties agree that because Class Members and PAGA Members are so numerous, it is impossible or impractical to have Class Members and PAGA Members execute this Agreement. The Class Notice will advise Class Members and PAGA Members of the binding nature of the Settlement, and the Released Class Claims and Released PAGA

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Claims shall have the same force and effect as if this Settlement were executed by individually by Class Members and PAGA Members.

12. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or should be construed as an admission by Defendant or the Released Parties that any of the allegations in the Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class, and representativeness under PAGA for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Until such time that Plaintiffs file a motion for preliminary approval, Plaintiffs and Class Counsel agree that the terms of this Settlement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement, including this Memorandum of Understanding and any subsequent settlement contracts, shall not be publicized or promoted to the public, except for public filings as necessary to obtain preliminary and final court approval of the Settlement, and if necessary to enforce the terms of this Confidential Memorandum of Understanding. Notwithstanding the foregoing, Plaintiffs and Class Counsel may tell the public in general only the claims "have been resolved by the parties." This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, nor does it restrict Class Counsel from identifying this Settlement in filings used to support its claim of adequacy as counsel following the filing of a motion for preliminary approval.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or to object to the Settlement, or to appeal from the Judgment. Class Counsel further agree to cease all affirmative communication (oral and written) with Class Members and PAGA Members, other than through Court-approved notices. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members who contact Class Counsel in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. Each Class Member is responsible for all taxes (including interest and penalties) due on any Individual Class Payment and/or Individual PAGA Payment received by the Class Member.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

13.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

ARCH LEGAL PC
Graham S.P. Hollis
Nathan Reese, Esq.
Ommar Chavez, Esq.
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Phone: (619) 932-0800

SETAREH LAW GROUP
Shaun Setareh, Esq.
Thomas Segal, Esq.
Farrah Grant, Esq.
9665 Wilshire Blvd. Suite 430
Beverly Hills, CA 90212
Phone: (310) 888-7771

DIVERSITY LAW GROUP, P.C.
Larry W. Lee, Esq.
Simon L. Yang, Esq.
515 Figueroa St. Suite 1250
Los Angeles, CA 90071
Phone: (213) 488-6555

LAW OFFICES OF CHOI & ASSOCIATES
Edward W. Choi, Esq.
515 Figueroa St. Suite 1250
Los Angeles, CA 90071
Phone: (213) 381-1515

POLARIS LAW GROUP
William L. Marder, Esq.
501 San Benito Street, Suite 200
Hollister, CA 95023
Phone: (831) 531-4214

HYUN LEGAL, APC
Dennis S. Hyun, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Phone: (213) 488-6555

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

To Defendant and Defense Counsel:

JACKSON LEWIS P.C.
Cary G. Palmer, Esq.
Evan D. Beecher, Esq.
Raja Hafed, Esq.
400 Capitol Mall Suite 1600
Sacramento, CA 95814

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED:

PLAINTIFFS

Dated: 2/23/2026

By:

DocuSigned by:
ANDREW WILLIAMS
10069E993865438...

Andrew Williams
Plaintiff and Class Representative

Dated: _____ By: _____

Ronald Tacker
Plaintiff and Class Representative

Dated: 2/24/2026

By:

Signed by:
Shay Rolfe
5B12FF40838245D.

Shay Rolfe
Plaintiff and Class Representative

DEFENDANT

THE MICHAELS ORGANIZATION, LLC

Dated: _____ By: _____

Its: _____

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

To Defendant and Defense Counsel:

JACKSON LEWIS P.C.

Cary G. Palmer, Esq.

Evan D. Beecher, Esq.

Raja Hafed, Esq.

400 Capitol Mall Suite 1600

Sacramento, CA 95814

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED:

PLAINTIFFS

Dated: _____ By: _____

Andrew Williams

Plaintiff and Class Representative

Dated: 2/26/2026 By: _____

Ronald Tacker

ID C1t2WB1SfUhcJA6sDQBcq4Yn

Ronald Tacker

Plaintiff and Class Representative

Dated: _____ By: _____

Shay Rolfe

Plaintiff and Class Representative

DEFENDANT

THE MICHAELS ORGANIZATION, LLC

Dated: _____ By: _____

Its: _____

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

To Defendant and Defense Counsel:

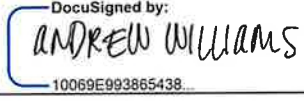
JACKSON LEWIS P.C.
Cary G. Palmer, Esq.
Evan D. Beecher, Esq.
Raja Hafed, Esq.
400 Capitol Mall Suite 1600
Sacramento, CA 95814

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED:

PLAINTIFFS

Dated: 2/23/2026 By: 
Andrew Williams
Plaintiff and Class Representative

Dated: _____ By: _____
Ronald Tacker
Plaintiff and Class Representative

Dated: _____ By: _____
Shay Rolfe
Plaintiff and Class Representative

DEFENDANT

THE MICHAELS ORGANIZATION, LLC

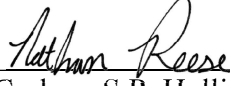
Dated: 2/25/2026 By: 
Its: President

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

ARCH LEGAL PC

Dated: February 23, 2026

By: 

Graham S.P. Hollis

Nathan Reese

Ommar Chavez

Attorneys for Plaintiff Andrew Williams

SETAREH LAW GROUP

Dated: By:

Shaun Setareh

Thomas Segal

Farrah Grant

Attorneys for Plaintiff Ronald Tacker

DIVERSITY LAW GROUP, P.C.

Dated: 2/24/26

By: 

Larry W. Lee

Simon L. Yang

Attorneys for Plaintiff Shay Rolfe

LAW OFFICES OF CHOI & ASSOCIATES

Dated: 2/24/26

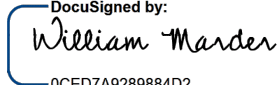
By: 

Edward W. Choi

Attorneys for Plaintiff Shay Rolfe

POLARIS LAW GROUP

Dated: 2/24/2026

By: 
0CED7A9289884D2...

William L. Marder

Attorneys for Plaintiff Shay Rolfe

HYUN LEGAL, APC

Dated: By: 

Dennis S. Hyun

Attorneys for Plaintiff Shay Rolfe

JACKSON LEWIS P.C.

Dated: By:

Cary G. Palmer

Evan D. Beecher

Raja Hafed

Attorneys for Defendant

The Michaels Organization, LLC

END OF DOCUMENT
(EXHIBITS ARE BELOW)

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

ARCH LEGAL PC

Dated: _____ By: _____

Graham S.P. Hollis
Nathan Reese
Ommar Chavez
Attorneys for Plaintiff Andrew Williams

SETAREH LAW GROUP

Dated: 2/25/2026 By: _____


ID Q5W51u7SqGZs6fdDd23VxLi

Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Plaintiff Ronald Tacker

DIVERSITY LAW GROUP, P.C.

Dated: _____ By: _____

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff Shay Rolfe

LAW OFFICES OF CHOI & ASSOCIATES

Dated: _____ By: _____

Edward W. Choi
Attorneys for Plaintiff Shay Rolfe

POLARIS LAW GROUP

Dated: _____ By: _____

William L. Marder
Attorneys for Plaintiff Shay Rolfe

HYUN LEGAL, APC

Dated: _____ By: _____

Dennis S. Hyun
Attorneys for Plaintiff Shay Rolfe

JACKSON LEWIS P.C.

Dated: _____ By: _____

Cary G. Palmer
Evan D. Beecher
Raja Hafed
Attorneys for Defendant
The Michaels Organization, LLC

END OF DOCUMENT
(EXHIBITS ARE BELOW)

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

ARCH LEGAL PC

Dated: _____ By: _____

Graham S.P. Hollis
Nathan Reese
Ommar Chavez
Attorneys for Plaintiff Andrew Williams

SETAREH LAW GROUP

Dated: _____ By: _____

Shaun Setareh
Thomas Segal
Farrah Grant
Attorneys for Plaintiff Ronald Tacker

DIVERSITY LAW GROUP, P.C.

Dated: _____ By: _____

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff Shay Rolfe

LAW OFFICES OF CHOI & ASSOCIATES

Dated: _____ By: _____

Edward W. Choi
Attorneys for Plaintiff Shay Rolfe

POLARIS LAW GROUP

Dated: _____ By: _____

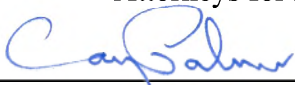
William L. Marder
Attorneys for Plaintiff Shay Rolfe

HYUN LEGAL, APC

Dated: _____ By: _____

Dennis S. Hyun
Attorneys for Plaintiff Shay Rolfe

JACKSON LEWIS P.C.

Dated: 2/25/2026 By:  _____

Cary G. Palmer
Evan D. Beecher
Raja Hafed
Attorneys for Defendant
The Michaels Organization, LLC

END OF DOCUMENT
(EXHIBITS ARE BELOW)

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

EXHIBIT A

CLASS NOTICE

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL

Williams et al. v. The Michaels Organization, LLC
Tacker v. The Michaels Organization, LLC
Rolfe v. The Michaels Organization, LLC
San Bernardino Superior Court Case No. CIVSB2404115

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against The Michaels Organization, LLC ("Defendant") for alleged wage and hour violations. The Action is filed by Plaintiffs Andrew Williams, Ronald Tacker, and Shay Rolfe ("Plaintiffs") and seeks payment of statutory damages, unpaid wages, meal period and/or rest break premiums, interest, and attorneys' fees on behalf of a class of non-exempt employees of Defendant who worked in California ("Class Members") during the Class Period (November 10, 2022 through November 29, 2025; and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees of Defendant who worked in California during the PAGA Period (October 31, 2023 through November 29, 2025 ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Estimated Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	[INSERT] (During Class Period)	[\$[INSERT]] (Individual Class Payment)

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

PAGA Member	[INSERT] (During PAGA Period)	\$(INSERT) (Individual PAGA Payment)
-------------	----------------------------------	---

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendant's records. The actual amount you may receive likely will be different and will depend on a number of factors, including the final number of Workweeks worked by Class Members and the final number of Pay Periods worked by PAGA Members. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your share of the Settlement from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will release your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: [INSERT DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, and you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the Settlement.
	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

	Employees and the PAGA Members must give up their rights to pursue Released PAGA Claims. See Section 10 of this Notice.
OBJECT DEADLINE: [INSERT DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED DEADLINE: [INSERT DATE]	If you believe that your number of workweeks or pay periods worked listed above is incorrect, you may challenge the information by providing information and documents for the Administrator to consider. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks and pay periods you worked during the Class Period and PAGA Period. The numbers you are credited are shown in the chart on the first page, and are based on Defendant's time clock records for you. If you disagree with either of these numbers, you must challenge it before the deadline. See Section 4 of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: [INSERT DATE] TIME: [INSERT TIME] A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former non-exempt employees of Defendant. The Action accuses Defendant of violating California labor laws by allegedly: failing to pay minimum and regular wages; failing to pay overtime wages; failing to provide meal periods and/or pay premium wages; failing to provide rest breaks and/or pay premium wages; failing to reimburse necessary business expenses; failing to timely pay wages during employment; failing to timely pay all wages due upon separation of employment; failing to provide accurate itemized wage statements; failing to maintain accurate payroll records; failing to pay sick pay at the correct regular rate; and violations of Business and Professions Code § 17200, et seq.,

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

among other things. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiffs are represented by counsel in the Action ("Class Counsel") and Defendant is represented by counsel ("Defense Counsel"). See **Section 9** below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. Nothing has been proven or admitted in Court. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful based on a proposal by the mediator. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit liability or wrongdoing as to any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$520,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Settlement is Effective. The Settlement will be Effective on the date the Court enters Judgment if no objections exist, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed and the Settlement is confirmed and final.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$182,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and actual litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.
- B. \$10,000.00 as a Class Service Award to each of the Plaintiffs (Andrew Williams, Ronald Tacker, and Shay Rolfe), for a total of \$30,000.00, for filing the Action, working with Class Counsel and representing the Class. The Class Service Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$9,000.00 to the Administrator for the cost of administering the Settlement.
- D. \$52,000.00 for PAGA Penalties, allocated 65% (\$33,800.00) to the LWDA PAGA Payment and 35% (\$18,200.00) in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages ("Wage Portion") and ninety percent (90%) for interest (45%) and penalties (45%) (the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations as reasonable, neither side is providing you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

date). The void date will be 120 calendar days from the date the check is issued. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant during the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member will release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

could have been pleaded under local, state or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the First Amended Complaint, including but not limited to claims for (1) failure to provide meal periods; (2) failure to provide rest periods (3) failure to pay minimum, regular, and overtime wages; (4) failure to provide on day's rest in seven; (5) failure to indemnify necessary business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure to timely pay all wages due upon separation of employment; (9) violations of Business and Professions Code §§ 17200 et seq.; and all claims arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 215, 216, 218, 218.5, 218.6, 223, 225, 226, 226.3, 226.6, 226.7, 233, 246, 354, 408, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, Business and Professions Code sections 17200 through 17208, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, section 11040, et seq., California Code of Civil Procedure sections 1021.5, 1032, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, sick pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, declaratory relief, penalties of any nature (including but not limited to civil penalties and waiting-time penalties), interest, fees, costs during the Class Release Period from November 10, 2022 through November 29, 2025 ("Released Class Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Class Claims.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members will be bound by the following release:

Each PAGA Member will release the Released Parties of all claims pursuant to the Private Attorneys General Act (codified in Labor Code Â§ 2698 et seq.) arising out of any facts, transactions, events, policies, occurrences, acts,

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

disclosures, statements, omissions, or failures to act pleaded in the First Amended Complaint and/or the PAGA Notices, including PAGA claims for violations of California Labor Code sections 200, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 212, 215, 216, 218, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 248.5, 354, 408, 432, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, California Code of Civil Procedure sections 1021.5, California Code of Regulations, title 8, sections 110404(5)(A), 3395, and the wage orders of the California Industrial Welfare Commission during the PAGA Release Period from October 31, 2023 through November 29, 2025 ("Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their settlement checks sent pursuant to this Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Members and/or release of their PAGA claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion in the PAGA Members assuming they/he/she qualifies as a PAGA Member. Upon entry of Judgment, the Released PAGA Claims will be subject to claim preclusion.

4. HOW WILL PAYMENTS BE CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,200.00 by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each PAGA Member during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's time clock records, are stated in the first page of this Notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You must support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks and pay periods based on Defendant's time records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

returned to you. The Administrator will resolve Workweek and Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and PAGA Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. PAGA Members Only. If you opted out of the Class settlement, but qualify as an PAGA Member, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a timely written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any timely writing communicating your request be excluded. Be sure to personally sign your request, identify the Action *Williams et al. v. The Michaels Organization, LLC*, San Bernardino Superior Court Case No. CIVSB2404115 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. Send your request to be excluded to the Administrator by [INSERT DATE] (the "Response Deadline"), or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Untimely requests will be denied.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the [INSERT DATE] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [INSERT DATE] (the "Response Deadline"). Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Williams et al. v. The Michaels Organization, LLC*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT DATE] at [INSERT TIME] in Department [INSERT DEPARTMENT] of the Superior Court of the State of California, County of San Bernardino located at [INSERT ADDRESS]. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. You may also check the Court's website for the most current information. [INSERT COURT WEBSITE]

Class members may appear at the final approval hearing in person or remotely using the Court's virtual appearance platform. Instructions for appearing remotely should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of San Bernardino's website [INSERT WEBSITE] or (b) in person at the Court's Business Office, or you may contact Class Counsel or the Settlement Administrator.

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel, Defense Counsel or to the Administrator using the contact information listed below.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT
THE SETTLEMENT.**

The contact information for Class Counsel, Defense Counsel and the Settlement Administrator are below:

Class Counsel:

ARCH LEGAL PC

Graham S.P. Hollis

Nathan Reese, Esq.

Ommar Chavez, Esq.

3555 Fifth Avenue, Suite 200

San Diego, CA 92103

Phone: (619) 932-0800

SETAREH LAW GROUP

Shaun Setareh, Esq.

Thomas Segal, Esq.

Farrah Grant, Esq.

9665 Wilshire Blvd. Suite 430

Beverly Hills, CA 90212

Phone: (310) 888-7771

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.

Simon L. Yang, Esq.

515 Figueroa St. Suite 1250

Los Angeles, CA 90071

Phone: (213) 488-6555

LAW OFFICES OF CHOI & ASSOCIATES

Edward W. Choi, Esq.

515 Figueroa St. Suite 1250

Los Angeles, CA 90071

Phone: (213) 381-1515

POLARIS LAW GROUP

William L. Marder, Esq.

501 San Benito Street, Suite 200

Hollister, CA 95023

Phone: (831) 531-4214

HYUN LEGAL, APC

Dennis S. Hyun, Esq.

515 S. Figueroa Street, Suite 1250

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Los Angeles, CA 90071
Phone: (213) 488-6555

Defense Counsel:

JACKSON LEWIS P.C.
Cary G. Palmer, Esq.
Evan D. Beecher, Esq.
Raja Hafed, Esq.
400 Capitol Mall Suite 1600
Sacramento, CA 95814
Phone: (916) 341-0404

Settlement Administrator:

Phoenix Class Action
Email Address: [INSERT EMAIL]
Mailing Address: [INSERT ADDRESS]
Telephone Number: [INSERT PHONE]
Fax Number: [INSERT FAX]
Website: [INSERT WEBSITE]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it so long as you request a replacement before the void date on the face of the original check, and for good cause as mutually agreed upon by the Parties in writing.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

EXHIBIT B

PRELIMINARY APPROVAL ORDER

ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
ghollis@archlegal.com
Nathan Reese (SBN 283150)
nreese@archlegal.com
Ommar Chavez (SBN 331508)
ochavez@archlegal.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (SBN 228175)
lwlee@diversitylaw.com
Simon L. Yang (SBN 260286)
sly@diversitylaw.com
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: 213.488.6555
Facsimile: 213.488.6554

SETAREH LAW GROUP
Shuan Setareh (SBN 204514)
shaun@setarehlaw.com
Thomas Segal (SBN 222791)
thomas@setarehlaw.com
Farrah Grant (SBN 293898)
farrah@setarehlaw.com
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Telephone: 310.888.7771
Facsimile: 310.888.0109

Attorneys for Plaintiffs Andrew Williams, Ronald
Tacker, and Shay Brant Rolfe

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ANDREW WILLIAMS; RONALD TACKER;
and SHAY BRANT ROLFE, individually and on
behalf of all similarly situated and/or aggrieved
employees of Defendants in the State of
California,

Plaintiffs,

vs.

Case No. CIVSB2404115

CLASS ACTION

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

Date:

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

THE MICHAELS ORGANIZATION, LLC., and
DOES 1 THROUGH 50, inclusive,

Defendants.

Time:
FAC Filed: 
Trial Date: None

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this Court, on [REDACTED], in Department S22 before the Honorable David E. Driscoll, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) filed herewith. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Settlement, which provides for a Gross Settlement Amount of \$520,000.00, appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’ fees and costs to Class Counsel, costs of administration and the Class Representatives’ Service Payments should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department S22 on the date and time set forth in the implementation schedule below.

4. This Court approves, as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”). The Court approves the procedure for Class Members to opt out of, or to object to, the Settlement as set forth in the Class Action and PAGA Settlement Agreement, and the Class Notice.

5. The Court directs the mailing of the Class Notice by first class mail to Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule below, meets the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. Specifically, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of the following: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) Named Plaintiff’s and Class Counsel’s applications for the Class Representatives’ Service Payments, and Class Counsel’s request for attorneys’ fees and litigation costs; (3) a formula used to determine the Class Member’s estimated Individual Class and Paga payment; (4) how to participate in the Settlement; (5) how to object to the Settlement or to opt-out if a Class Member wishes to do so, and Class Members’ right to appear through counsel if they desire; and (6) how to obtain additional information regarding the Action and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class Members of their rights under the settlement. Counsel for the Parties are authorized to correct any typographical errors in the Notice Packet and to make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents. The Court further finds that the distribution of the Class Notice is substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing

of the Class Notice by first class mail, pursuant to the terms set forth in the Settlement Agreement.

7. It is ordered that the Settlement Class is preliminarily certified for Settlement purposes only. For Settlement purposes only, the Court conditionally certifies the following Class: “all persons employed by Defendant as non-exempt employees in California from November 10, 2022 through November 29, 2025.” The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

8. The Court also approves for Settlement purposes only that PAGA Members are the following: “all persons employed by Defendant as non-exempt employees in California from October 31, 2023 through November 29, 2025.”

9. The Court concludes that, for Settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

10. The Court confirms Plaintiffs Andrew Williams, Ronald Tacker and Shay Bryan Rolfe as Class Representatives, and ARCH Legal PC, Setareh Law Group, Diversity Law Group, P.C., Law Offices of Choi & Associates, Polaris Law Group, and Hyun Legal, APC as Class Counsel.

11. The Court confirms the appointment of Phoenix Class Action as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[30 calendar days after Order Granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	[45 calendar days after Order Granting Preliminary Approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Class Notices that have been re-mailed]
d.	Deadline for Class Members to Postmark any Objections to Settlement	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Notices that have been re-sent]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs and Service Payments	[16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to Provide Class Counsel Declaration of Due Diligence and Compliance	[7 calendar days before Class Counsel's deadline to File Motion for Final Approval of Settlement]
g.	Deadline for Defendant to provide written of its choice to withdraw from Settlement to Class Counsel (if applicable)	[14 calendar days after Settlement Administrator provides Exclusion List to Defendant, if the number of opt-outs exceeds 10% of Class Members]

h.	Final Fairness Hearing and Final Approval	
i.	Deadline for Defendant to fund Settlement (if Settlement is Effective)	[30 calendar days after Effective Date]
j.	Deadline for Settlement Administrator to mail the Individual Class Payments, Individual PAGA Payments, Service Payments, LWDA PAGA Payment, and to wire transfer Class Counsel Fees Payment and Class Counsel Expense Payment (if Settlement is Effective)	[45 calendar days after Effective Date]
k.	Deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments (if Settlement is Effective)	[120 calendar days after Settlement Administrator mails Individual Class Payments and Individual PAGA Payments]
l.	Deadline for Settlement Administrator to distribute uncashed checks to California Controller's Unclaimed Property Fund (if Settlement is Effective)	[Within 14 calendar days after the deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments]
m.	Settlement Administrator to File Proof of Payment of Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, and LWDA PAGA Payment, and to wire transfer the Class Counsel Fees Payment and the Class Counsel Expenses Payment (if Settlement is Effective)	[Within 21 days calendar days after the deadline for Settlement Administrator to pay uncashed check amount to <i>cy pres</i> beneficiary]

14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of Settlement of the Action.

IT IS SO ORDERED.

Dated: _____

HONORABLE DAVID E. DRISCOLL
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

FINAL APPROVAL ORDER

ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
ghollis@archlegal.com
Nathan Reese (SBN 283150)
nreese@archlegal.com
Ommar Chavez (SBN 331508)
ochavez@archlegal.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (SBN 228175)
lwlee@diversitylaw.com
Simon L. Yang (SBN 260286)
sly@diversitylaw.com
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: 213.488.6555
Facsimile: 213.488.6554

SETAREH LAW GROUP
Shuan Setareh (SBN 204514)
shaun@setarehlaw.com
Thomas Segal (SBN 222791)
thomas@setarehlaw.com
Farrah Grant (SBN 293898)
farrah@setarehlaw.com
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Telephone: 310.888.7771
Facsimile: 310.888.0109

Attorneys for Plaintiffs Andrew Williams, Ronald
Tacker, and Shay Brant Rolfe

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ANDREW WILLIAMS; RONALD TACKER;
and SHAY BRANT ROLFE, individually and on
behalf of all similarly situated and/or aggrieved
employees of Defendants in the State of
California,

Plaintiffs,

vs.

Case No. CIVSB2404115

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT

Date:

THE MICHAELS ORGANIZATION, LLC., and
DOES 1 THROUGH 50, inclusive,

Defendants.

Time:

FAC Filed:

Trial Date:

None

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced class action (“Action”) having come before the Court on , for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgement (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed and entered , and as set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) in the Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement, the term “Settlement Class” and “Class Members” means the following: all persons employed by Defendant as non-exempt employees in California from November 10, 2022 through November 29, 2025. The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement. The “Class Period” shall be November 10, 2022 through November 29, 2025. PAGA Members shall mean the following: all persons employed by Defendant as non-exempt employees in California from October 31, 2023 through November 29, 2025. The “PAGA Period” is October 31, 2023 through November 29, 2025. For purposes of the Settlement and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (i) Defendant; (ii) Michaels Management – Affordable, LLC and Michaels Management –

Affordable, Inc.; (iii) Interstate Realty Management Company; (iv) Michaels Management Services, LLC; (v) Michaels Management Services, Inc.; (vi) Michaels Student Living Management; (vii) University Student Living, LLC; (viii) Michaels Student Living Management; (ix) University Student Living Management, LLC; (x) the past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (xi) any individual or entity which could be jointly liable with any of the foregoing. The term “Action” shall mean this class and PAGA action.

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

4. Distribution of the Class Notice directed to the Class Members and PAGA Members as set forth in the Settlement, and the other matters set forth therein, has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and PAGA Members who could be identified through reasonable effort, is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members and all Released Class Claims are covered by and included within the Settlement and this Final Order. The deadline for opting out and objecting to the Settlement was . A total of Class Members opted out of the Settlement; those persons who opted out of the Settlement are not Class Members and are not bound by the Released Class Claims. No Class Members objected to the Settlement. All PAGA Members and all Released PAGA Claims are covered by and included within the Settlement and this Final Order.

5. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that

Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

- a) The Settlement was reached through arm's-length bargaining between the Parties. There has been no collusion between the parties in reaching the proposed Settlement;
- b) The Parties' investigation and discovery have been sufficient to allow the court and counsel to act intelligently;
- c) Plaintiffs' Counsel are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming wage and hour violations; all counsel recommended approval of the Settlement;
- d) The percentage of objectors and requests for exclusion is small. objections were received. requests for exclusion were received;
- e) The participation rate was high. Class Members will be mailed a check for their Settlement Share, which represents % of the Class;
- f) The Maximum Settlement Amount to be paid by Defendant pursuant to the Settlement is \$520,000.00, plus the employer's taxes to be paid separately for the wage portion of the Individual Settlement Payments. The consideration to be given to the Class Members and PAGA Members under the terms of the Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the Settlement of this Action and release of the Released Class Claims and the Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action

6. The Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations before a well-respected class action mediator. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified for Settlement purposes only.

7. Upon the Effective Date of the Settlement, each Participating Class Member will release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the First Amended Complaint, including but not limited to claims for (1) failure to provide meal periods; (2) failure to provide rest periods (3) failure to pay minimum, regular, and overtime wages; (4) failure to provide on day's rest in seven; (5) failure to indemnify necessary business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure to timely pay all wages due upon separation of employment; (9) violations of Business and Professions Code §§17200 et seq.; and all claims arising under California Labor Code §§ 200, 201, 202, 203, 204, 210, 215, 216, 218, 218.5, 218.6, 223, 225, 226, 226.3, 226.6, 226.7, 233, 246, 354, 408, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, Business and Professions Code §§ 17200 through 17208, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, § 11040, et seq., California Code of Civil Procedure §§ 1021.5, 1032, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, sick pay, bonus and incentive pay, timely payment of wages during

employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under this Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, declaratory relief, penalties of any nature (including but not limited to civil penalties and waiting-time penalties), interest, fees, costs during the Class Release Period from November 10, 2022 through November 29, 2025 (“Released Class Claims”). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Class Claims.

8. Upon the Effective Date of the Settlement, each PAGA Member will release the Released Parties of all claims pursuant to the Private Attorneys General Act (codified in Labor Code § 2698, et seq.) arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the First Amended Complaint and/or the PAGA Notices, including PAGA claims for violations of California Labor Code §§ 200, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 212, 215, 216, 218, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 248.5, 354, 408, 432, 510, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, California Code of Civil Procedure s§ 1021.5, California Code of Regulations, title 8, §§ 110404(5)(A), 3395, and the wage orders of the California Industrial Welfare Commission during the PAGA Release Period from October 31, 2022 through November 29, 2025 (“Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their settlement checks sent pursuant to this Settlement. PAGA Members cannot and do not have the right to opt out of the release of their PAGA claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion as PAGA

Members provided they qualify as PAGA Members. Upon entry of Judgment, the Released Class Claims and the Released PAGA Claims will be subject to claim preclusion.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement Agreement, the Released Class Claims, the Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

10. The Court hereby enters judgment in the entire Action as of the filing date of this Final Order pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

11. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

12. The Court hereby confirms ARCH Legal PC, Setareh Law Group, Diversity Law Group, P.C., Law Offices of Choi & Associates, Polaris Law Group, and Hyun Legal, APC as Class Counsel in the Action.

13. The Court further finds that the common fund doctrine is applicable to this Action because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys' fees request of thirty-five percent of the common fund to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other Courts in similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Action, which included potential loss at summary judgment, certification, and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$, and attorneys' costs in the amount of \$, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered by the Administrator pursuant to the terms of the Settlement and made payable to and deposited into the bank accounts of Class Counsel in the Action. The allocation and distribution of the Court-awarded attorneys' fees and costs is subject to a separate arrangement and agreement between Class Counsel.

14. The Court also hereby approves and orders Class Representatives Service Payments to Plaintiffs and Class Representatives Andrew Williams, Ronald Tacker and Shay Bryant Rolfe in the amount of \$10,000 from the Gross Settlement Amount.

15. The Agreement provides for a PAGA Payment of \$52,000, which is allocated 65% to the LWDA and 35% to the PAGA Members as part of the Gross Settlement Amount, which the Court finds to be reasonable. The Court also hereby approves and orders payment in

the amount of \$33,800.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor Workforce Development Agency.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Claims Administrator in the amount of \$9,000.00.

17. The Court also hereby approves and orders that any uncashed Individual Class Payment checks or Individual PAGA Payment checks are cancelled after the void date, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure § 384, subd. (b).

18. The Court also hereby finds and orders that the Settlement is and constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendant and the Released Parties.

19. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, the LWDA PAGA Payment, Class Counsel's Fees Payment, and Class Counsel's Expenses Payment, is as set forth in the Implementation Schedule within the Preliminary Approval Order.

20. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

HONORABLE DAVID E. DRISCOLL
JUDGE OF THE SUPERIOR COURT

EXHIBIT 2

PROOF OF SERVICE

I, Rachel Bray, declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200, San Diego, California 92103. On March 2, 2026, I served the following document(s):

- **SUPPLEMENTAL DECLARATION OF NATHAN J. REESE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

Upon:

Jackson Lewis P.C.
Evan Beecher
evan.beecher@jacksonlewis.com
Raja Hafed
raja.hafed@jacksonlewis.com
Cary Palmer
cary.palmer@jacksonlewis.com
Nicole Grandy
nicole.grandy@jacksonlewis.com
400 Capitol Mall Suite 1600
Sacramento, CA 95814

Attorney for Defendant The Michaels
Organization LLC

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (SBN 228175)
lwlee@diversitylaw.com
Simon L. Yang (SBN 260286)
sly@diversitylaw.com
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: 213.488.6555
Facsimile: 213.488.6554

Attorneys for Plaintiffs Ronald Tacker and Shay
Brant Rolfe

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333
bill@polarislawgroup.com

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

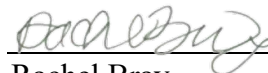
(213) 488-6555
(213) 488-6554 facsimile
dhyun@hyunlegal.com

SETAREH LAW GROUP
Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
Thomas Segal (SBN 222791)
thomas@setarehlaw.com
Farrah Grant (SBN 293898)
farrah@setarehlaw.com
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Telephone: 310.888.7771
Facsimile: 310.888.0109

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES,
APLC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

☒ **(BY ELECTRONIC TRANSMISSION):** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 2, 2026, in San Diego, California.



Rachel Bray