

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Jacob McCullough

Paul K. Haines (SBN 248226)
Sean M. Blakely (SBN 264384)
Joel M. Gordon (SBN 280721)
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350 / Fax: (424) 292-2355

Attorneys for Plaintiff Joaquin Morales

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JACOB MCCULLOUGH, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

WRIGHT TREE SERVICE, INC., an Iowa
corporation; WRIGHT TREE SERVICE OF
THE WEST, INC., an Iowa corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV-0203309

Honorable Stephen H. Baker
Department 64

**AMENDMENT NO. 1 TO STIPULATION
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

Complaint Filed: September 26, 2023
Trial Date: None Set

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

Mia Farber (SBN 131467)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017-5408
Tel: (213) 689-0404 / Fax: (213) 689-0430

Benjamin J. Schnayerson (SBN 257857)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Tel: (415) 394-9400 / Fax: (415) 394-9401

Isabella L. Shin (SBN 294937)
JACKSON LEWIS P.C.
160 West Santa Clara Street, Suite 400
San Jose, California 95113
Tel: (408) 579-0404 / Fax: (408) 454-0290

Attorneys for Defendants Wright Tree Service, Inc. and Wright Tree Service of the West, Inc.

1 Plaintiffs Jacob McCullough and Joaquin Morales (together, “Plaintiffs”) and Defendants
2 Wright Tree Service, Inc. and Wright Tree Service of the West, Inc. (together, “Defendants”)
3 (collectively with Plaintiffs, the “Parties”), pursuant to Section 20.k of the Stipulation of Class and
4 Representative Action Settlement and Release entered into on or around April 18, 2025 (“Original
5 Agreement”), hereby agree to amend the terms of the Original Agreement, as stated herein. Other
6 than as expressly set forth herein, the terms and conditions of the Original Agreement shall remain
7 in full force and effect.

8 **A. Section 10 of the Original Agreement is hereby amended as follows:**

9 Defendants deny all material allegations set forth in the PAGA Notices (as defined below)
10 and the Operative Complaint (as defined below) in the Actions and have asserted numerous
11 affirmative defenses and other defenses to each and every claim. Nevertheless, in the
12 interest of avoiding the cost and expense of further litigation, Defendants desire to fully
13 and finally settle all actual or potential claims by the putative class members and State of
14 California with respect to aggrieved employees.

15 **B. Section 11 of the Original Agreement is hereby amended as follows:**

16 This Settlement Agreement is made and entered into by and between (1) Plaintiffs,
17 individually and on behalf of all others similarly situated, the State of California, including
18 the LWDA, and all allegedly aggrieved employees; and (2) Defendants, and is subject to
19 the terms and conditions hereof and the Court’s approval. The Settlement is made and
20 entered into by the Parties for the purpose of resolving all claims asserted in the PAGA
21 Notices and the Actions, as well as all claims that could have been asserted in the Actions
22 based on the facts alleged in the PAGA Notices and Operative Complaint (as defined
23 below) in the Actions. The Parties expressly acknowledge that this Settlement Agreement
24 is entered into solely for the purpose of compromising significantly disputed claims and
25 that nothing herein is an admission of liability or wrongdoing by Defendants. If for any
26 reason the Settlement Agreement is not approved, it will be of no force or effect, and the
27 Parties shall be returned to their original respective positions.

28 **C. Section 13.aa of the Original Agreement is hereby amended as follows:**

1 **“Operative Complaint”** means the First Amended Class Action Complaint for
2 Damages and Enforcement Under the Private Attorneys General Act, California
3 Labor Code § 2698, Et Seq., to be filed in the Lead McCullough Action pursuant
4 to section 14 of this Agreement.

5 **D. Section 13.00 of the Original Agreement is hereby amended as follows:**

6 **“Released Class Claims”** means any and all claims under state, federal, or local
7 law, whether statutory or common law, including, *inter alia*, claims under the
8 California Labor Code, applicable Wage Orders, regulations, and/or other
9 provisions of law, alleged in the Operative Complaint or that reasonably could have
10 been alleged based on the factual allegations contained in the Operative Complaint,
11 arising during the Class Period, including but not limited to claims for failure to
12 pay overtime wages, failure to provide meal periods and associated premiums,
13 failure to provide rest periods and associated premiums, failure to pay minimum
14 wages, failure to pay all wages timely upon termination, failure to timely pay wages
15 during employment, failure to provide compliant itemized wage statements, failure
16 to keep requisite payroll records, failure to reimburse necessary business expenses,
17 failure to pay sick time pay, and failure to pay reporting time pay, in violation of
18 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551,
19 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802,
20 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and
21 16-2001, and unfair business practices in violation of California Business and
22 Professions Code section 17200, *et seq.* based on the claims alleged; and any claims
23 for injunctive relief, liquidated damages, penalties, interest, fees, and costs related
24 to the aforementioned claims alleged.

25 **E. Section 13.pp of the Original Agreement is hereby amended as follows:**

26 **“Released PAGA Claims”** means any and all claims for civil penalties under
27 PAGA, arising out of the facts alleged in the Operative Complaint and PAGA
28 Notices or that reasonably could have been alleged based on the factual allegations

1 contained in the Operative Complaint and PAGA Notices, arising during the PAGA
2 Period, including but not limited to claims for failure to pay overtime wages, failure
3 to provide meal periods and associated premiums, failure to provide rest periods
4 and associated premiums, failure to pay minimum wages, failure to pay all wages
5 timely upon termination, failure to timely pay wages during employment, failure to
6 provide compliant itemized wage statements, failure to keep requisite payroll
7 records, failure to reimburse necessary business expenses, failure to pay sick time
8 pay, and failure to pay reporting time pay, in violation of California Labor Code §§
9 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12,
10 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare
11 Commission Wage Orders Nos. 4-2001, 5-2001, and 16-2001.

12 **F. Section 14 of the Original Agreement is hereby amended as follows:**

13 **Amended Consolidated Complaint in Lead McCullough Action and Eventual**
14 **Dismissal of McCullough Class Action and Morales Action.** In light of the
15 ongoing judicial emergency in the United States District Court for the Eastern
16 District of California (which is where the first-filed lawsuit that involves the longest
17 statutory time period is pending after removal of the case to federal court by
18 Defendants), the Actions will be consolidated in the Shasta County Superior Court
19 for purposes of settlement. To accomplish this, the Parties agree to file an amended
20 consolidated complaint, the First Amended Class Action Complaint for Damages
21 and Enforcement Under the Private Attorneys General Act, California Labor Code
22 § 2698, Et Seq., in the Lead McCullough Action, to consolidate the parties and
23 claims in the Actions. Within ten (10) business days of the Effective Date, Plaintiff
24 McCullough will seek dismissal of the McCullough Class Action without prejudice
25 and Plaintiff Morales will seek dismissal of the Morales Action without prejudice.

26 **G. Exhibit 1.** Exhibit 1 to the Original Agreement, which consisted of the Notice of
27 Class Action Settlement (“Class Notice”), is hereby replaced with the revised Class Notice attached
28 hereto as “**Exhibit 1.**”

**IT IS SO AGREED ON BEHALF OF PLAINTIFFS AND APPROVED AS TO FORM
BY THE UNDERSIGNED COUNSEL OF RECORD:**

Dated: July 14, 2025

LAWYERS for JUSTICE, PC

By: 
Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff Jacob
McCullough

Dated: July 15, 2025

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff Joaquin Morales

**IT IS SO AGREED ON BEHALF OF DEFENDANTS AND APPROVED AS TO
FORM BY THE UNDERSIGNED COUNSEL OF RECORD:**

Dated: _____, 2025

JACKSON LEWIS P.C.

By: _____
Mia Farber
Benjamin J. Schnayerson
Isabella L. Shin
Attorneys for Defendants

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

Jacob McCullough, et al. v. Wright Tree Service, Inc., et al.
Superior Court of California for the County of Shasta, Case No. 23CV-0203309

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Jacob McCullough ("Plaintiff McCullough") and Joaquin Morales ("Plaintiff Morales") (together, "Plaintiffs") and Defendants Wright Tree Service, Inc. and Wright Tree Service of the West, Inc. (together, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Jacob McCullough, et al. v. Wright Tree Service, Inc., et al.*, Shasta County Superior Court, Case No. 23CV-0203309 ("Lead McCullough Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period.

"Class Member" means any member of the Class.

"Class Period" means the period from July 31, 2019 through [the earlier of either: (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the Pedro Actions reach 143,000 Workweeks, subject to Defendant's option to escalate the Maximum Settlement Amount].

"Class Settlement" means the settlement and release of the Released Class Claims.

"PAGA Member(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

"PAGA Period" means the period from July 21, 2022 through [earlier of either (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the Pedro Actions reach 143,000 Workweeks, subject to Defendant's option to escalate the Maximum Settlement Amount].

"PAGA Settlement" means the settlement and release of the Released PAGA Claims.

"Pedro Actions" means the actions entitled *Robert Joseph Pedro II v. CN Utility Consulting, Inc.*, Mendocino County Superior Court, Case No. 21CV00961 and *Robert Joseph Pedro II v. CN Utility Consulting, Inc.*, Mendocino County Superior Court, Case No. 21CV00963.

II. BACKGROUND OF THE LAWSUIT

On July 21, 2023, Plaintiff McCullough submitted written notice of his intent to pursue civil penalties for various alleged California Labor Code violations to the California Labor and Workforce Development Agency ("LWDA") and Defendants pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2699, *et seq.* ("McCullough PAGA Notice"). On July 31, 2023, Plaintiff McCullough initiated a putative class action by filing a Class Action Complaint for Damages against Defendants in the Superior Court of California for the County of

Shasta (“Court”), Case No. 23CV-0202839 (“McCullough Class Action”), on behalf of himself and all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California. On September 8, 2023, Defendants removed the McCullough Class Action to United States District Court for the Eastern District of California, Case No. 2:23-CV-01927-MCE-DMC (“McCullough Federal Action”).

On September 26, 2023, Plaintiff McCullough initiated a PAGA representative action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in the Court, Case No. 23CV-0203309 (“Lead McCullough Action”), thereby asserting a single claim for civil penalties pursuant to PAGA.

On October 24, 2023, Plaintiff Morales submitted written notice of his intent to pursue civil penalties for various alleged California Labor Code violations to the LWDA and Defendant Wright Tree Service of the West, Inc. pursuant to PAGA, California Labor Code section 2699, *et seq.* (“Morales PAGA Notice”). On October 24, 2023, Plaintiff Morales initiated a putative class action by filing a Class Action Complaint against Defendant Wright Tree Service of the West, Inc. in the Superior Court of California for the County of Marin, Case No. CV0001290 (“Morales Action”), on behalf of himself and all current and former non-exempt employees in California.

The McCullough PAGA Notice and Morales PAGA Notice are together referred to as the “PAGA Notices.” The McCullough Class Action, McCullough Federal Action, Lead McCullough Action, and Morales Action are collectively referred to as the “Actions.”

On December 29, 2023, Plaintiff Morales filed a First Amended Class and Representative Action Complaint against Defendant Wright Tree Service of the West, Inc. in the Morales Action, thereby adding a claim for civil penalties under PAGA. On January 11, 2024, Defendant Wright Tree Service of the West, Inc. removed the Morales Action to United States District Court for the Northern District of California, Case No. 3:24-CV-00216-LB (later changed to 3:24-cv-00216-EMC).

On [date of filing FAC], Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Lead McCullough Action, thereby consolidating the claims and parties in the Actions into a single consolidated complaint.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep complete and accurate payroll records, reimburse necessary business-related expenses, pay sick time wages, pay reporting time pay, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny that they violated the law in any way and contend that they timely and properly paid all wages owed; provided all required meal and rest breaks; properly issued accurate, itemized wage statements; provided all reimbursements for business expenses; and did not engage in any unfair competition or violations of PAGA. Defendants have denied, and continue to deny, the factual and legal allegations in the Actions and believe that they have valid defenses to Plaintiffs’ claims. Defendants contend that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class and Representative Action Settlement and Release and Amendment No. 1 to Stipulation of Class and Representative Action Settlement and Release (together, “Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Jacob McCullough and Joaquin Morales as representatives of the Class (“Class Representative(s)”), and the following Plaintiffs’ attorneys as counsels for the Class (“Class Counsels”):

Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC

450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350 / Fax: (424) 292-2355

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Section III below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment. All PAGA Members – regardless of whether they request to be excluded from the Class Settlement – will receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs or to Class Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement amount is Three Million Two Hundred Seventy-Five Thousand Five Hundred Dollars and Zero Cents (\$3,275,500.00) (the "Maximum Settlement Amount") to be paid by Defendants. The portion of the Maximum Settlement Amount that is available for distribution to Participating Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments, which are subject to approval by the Court: (1) Attorney's Fees and Costs, consisting of attorneys' fees in an amount up to one-third (1/3) of the Maximum Settlement Amount (i.e., \$1,091,833.33), and the reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsels; (2) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) to the Settlement Administrator; (3) PAGA Payment in the amount of One Hundred and Two Thousand Nine Hundred and Seventy-Five Dollars and Zero Cents (\$102,975.00); and (4) Enhancement Payments in an amount up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to each Plaintiff for their services in prosecuting the Actions. Seventy-five percent (75%) of the PAGA Payment, or \$77,231.25, will be paid to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) or, \$25,743.75, will be distributed to PAGA Members on a *pro rata* basis ("PAGA Member Amount").

Class Members may be eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Class Settlement Amount ("Individual Settlement Share") based on the number of calendar weeks during the Class Period that each Class Member worked at least one day for Defendants within the State of California during the Class Period ("Workweeks"). PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the number of calendar weeks during the PAGA Period that each PAGA Member worked at least one day for Defendants within the State of California during the PAGA Period ("Pay Periods").

The Settlement Administrator has divided the Net Class Settlement Amount by the total number of Workweeks for all Class Members during the Class Period (resulting in the "Class Workweek Value"), and then multiplied the Class Workweek Value by the number of Workweeks worked by each Participating Class Member during the Class Period to yield his, her, or their estimated Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Members") will

be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided twenty-five percent (25%) of the PAGA Member Amount (\$25,743.75) by the total number of Pay Periods for all PAGA Members during the PAGA Period (resulting in the “PAGA Pay Periods Value”), and then multiplied the PAGA Pay Periods Value by the number of Pay Periods worked by each PAGA Member during the PAGA Period to yield his, her, or their Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as twenty percent (20%) disputed wages, which will be reported on an IRS Form W-2, and forty percent (40%) as penalties and forty percent (40%) as interest, which will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Maximum Settlement Amount. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or Pay Periods Based on Defendants’ Records

According to Defendants’ records:

- From July 31, 2019 through [the earlier of either: (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the Pedro Actions reach 143,000 Workweeks, subject to Defendant’s option to escalate the Maximum Settlement Amount] (i.e., Class Period), you are credited as having worked [] Workweeks.
- From July 21, 2022 through [earlier of either (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the Pedro Actions reach 143,000 Workweeks, subject to Defendant’s option to escalate the Maximum Settlement Amount] (i.e., PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit a written letter to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than [the Response Deadline]**. The dispute regarding Workweeks and/or Pay Periods must: (a) contain the case name and number of the Lead McCullough Action, (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you during the Class Period and/or PAGA Period and what you contend is the correct number(s) to be credited to you, and (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice are only estimates. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiffs and all Participating Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims that accrued during the Class Period.

Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiffs and the State of California (including the LWDA) with respect to the PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims that accrued during the PAGA Period.

“Released Class Claims” means any and all claims under state, federal, or local law, whether statutory or common law, including, *inter alia*, claims under the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, alleged in the Operative Complaint or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, arising during the Class Period, including but not limited to claims for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, failure to pay sick time pay, and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 16-2001, and unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* based on the claims alleged; and any claims for injunctive relief, liquidated damages, penalties, interest, fees, and costs related to the aforementioned claims alleged.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA, arising out of the facts alleged in the Operative Complaint and PAGA Notices or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notices, arising during the PAGA Period, including but not limited to claims for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, failure to pay sick time pay, and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 16-2001.

“Released Parties” means Defendants and all of their present and former parent companies, subsidiaries, divisions, members, joint ventures, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys (including, Defendants’ counsel of record in the Actions), insurers, successors and assigns, and any other individual or entity that could be liable for any of the claims released through this Settlement.

E. Attorneys’ Fees and Costs to Class Counsels

Class Counsels will request attorneys’ fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., up to \$1,091,833.33) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsels have been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) each in recognition of their services in connection with the Actions and in exchange for their broad general release of their individual claims (“Enhancement Payments”). The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their individual settlement payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is currently estimated not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Objections, and disputes of Workweeks and/or Pay Periods, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

H. When Will I Receive my Settlement Payment(s)?

Defendants shall fund the Maximum Settlement Amount and the employer’s share of payroll taxes and contributions in connection with the wages portion of Individual Settlement Shares within ten (10) business days of the Effective Date. Within seven (7) business days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (1) Individual Settlement Payments to the Participating Class Members; (2) Individual PAGA Payments to the PAGA Members; (3) LWDA Payment the LWDA; (4) Enhancement Payments to Plaintiffs; (5) Attorneys’ Fees and Costs to Class Counsels; and (6) Settlement Administration Costs to the Settlement Administrator.

“Effective Date” means the date when all of the following events have occurred in the Actions: (1) the Settlement has been executed by all Parties, Class Counsels, and Defense Counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Class Notice has been given to Class Members and PAGA Members; (4) the Court has held the Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement; and (5) sixty-six (66) calendar days have passed since the filing and service of the notice of entry of the Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement. If any appeal, review, writ, motion, *ex parte* application, late objection, post judgment/order challenge, and/or other proceeding opposing the Court’s Final Approval Order approving the Settlement have been filed, the Effective Date occurs five (5) business days after any appeal, review, writ, motion, *ex parte* application, late objection, post judgment/order challenge, and/or other proceedings opposing the Settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief, including further appeals. The Effective Date will not have occurred until after the same above-listed events and conditions have taken place in the Pedro Actions.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

You will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending a written letter indicating a request to be excluded (“Request for Exclusion”) to the Settlement Administrator by mail at the specified address below, postmarked **no later than [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

The Request for Exclusion must: (a) contain the case name and number of the Lead McCullough Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; and (d) clearly state that you do not wish to be included in the Class Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment an Individual Settlement Payment, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, or by presenting your objection at the Final Approval Hearing, regardless of whether you have submitted a timely and valid Objection.

The Objection must: (a) be signed by you; (b) contain the case name and number of the Lead McCullough Action; (c) contain your full name, telephone number, mailing address, and last four digits of your Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) indicate whether you are represented by counsel and identify said counsel; and (g) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 64 of the Superior Court of the State of California for the County of Shasta, located at 1515 Court Street, Redding, California 96001, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsels, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Lead McCullough Action for a fee by visiting the public terminals at the Civil Division, located at the 1515 Court Street, Redding, California 96001, during business hours, or by online by visiting the following website: <https://portal.shasta.courts.ca.gov/PortalPROD>.

After arriving at the website, click the “Smart Search” tab at the bottom of the page, then enter the case number in the space provided (23CV-0203309), and click “Submit.” Click on the case number that appears on the left-hand side, and documents

filed in the case that have been imaged may be viewed at a minimal charge. You may also view these documents free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSELS.