

CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE AGREEMENT

This Class and PAGA Representative Action Settlement and Release Agreement (“Agreement” or “Settlement”) states the terms of the class action and Private Attorneys General Act (“PAGA”) settlement of the Actions (defined below) reached by and between Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (“Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendants Statewide Traffic Safety and Signs, Inc. now doing business as AWP Safety (“Statewide”) and Traffic Solutions Corporation (“TSC”, collectively with Statewide referred to herein as “Defendants”) on the other hand, and is contingent upon approval by the Court. Once approved by the Court, the Settlement shall be binding under the terms stated herein on Plaintiffs, Defendants, and the Settlement Class.

Plaintiffs filed three class and representative actions against Defendants, as follows:

- *Jefferson Rodriguez, et al v. Statewide Traffic Safety and Signs, Inc., et al*, Santa Clara County Superior Court Case No. 23CV428021
- *Danielle Andrea Perez v. Statewide Traffic Safety Signs, Inc., et al*, U.S. District Court for the Central District of California, Case No. 8:24-cv-01042-JWH-KES (originally filed in Orange County Superior Court, Case No. 30-2024-01382264-CU-OE-CXC)
- *Danielle Andrea Perez v. Statewide Traffic Safety Signs, Inc., et al*, Orange County Superior Court Case No. 30-2022-01416760-CU-OE-CXC

These actions will be collectively referred to as the “Actions” or the “Litigation.”

The Actions allege class and representative claims against Defendants for: (i) failure to timely pay earned wages; (ii) failure to pay minimum and straight time wages; (iii) failure to pay overtime wages; (iv) failure to provide meal periods; (v) failure to authorize and permit rest periods; (vi) failure to timely pay final wages; (vii) failure to provide accurate itemized wage statements; (viii) failure to indemnify employee business expenses; (ix) unfair competition; and (x) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs’ claims on a classwide and representative basis in accordance with the terms herein below.

DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement.

1. “Attorneys’ Costs” means reasonable attorneys’ costs approved by the Court for Class Counsel’s litigation and resolution of the Actions incurred and to be incurred by Class Counsel in the Actions up to, but not to exceed, Fifty Thousand Dollars (\$50,000.00). Attorneys’ Costs shall be paid to Class Counsel. The Attorneys’ Costs shall only be paid from the Gross Settlement Amount.
2. “Attorneys’ Fees” means the attorneys’ fees agreed upon by the Parties herein and approved by the Court for Class Counsel’s litigation and resolution of the Action up to, but not to exceed, one-third (1/3) of the Gross Settlement Amount, estimated to be One Million Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,083,333.33). Attorneys’ Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

3. “Class” and “Settlement Class” for purposes of this Settlement shall be defined as: All current and former non-exempt hourly employees employed by Defendants in California at any time during the Class Period.
4. “Class Counsel” shall mean F. Shawn Azizollahi, Tuvia Korobkin, Poya Ghasri, Gary S. Brotman, and Nancy Goodes of Marquee Law Group APC and Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC.
5. “Class Period” shall mean the time period from December 22, 2019 through January 11, 2025.
6. “Class Representative Service Award” shall mean an award up to, but not to exceed, Ten Thousand Dollars (\$10,000.00) each to Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (for a total of up to \$30,000.00) in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general release of all claims. The Class Representative Service Awards shall be paid from the Gross Settlement Amount.
7. “The Court” shall mean the Santa Clara County Superior Court, Hon. Theodore C. Zayner, or such other Santa Clara County Superior Court Judge as may be assigned to hear this matter.
8. “Defendants” shall mean Statewide Traffic Safety and Signs, Inc., now doing business as AWP Safety, and Traffic Solutions Corporation.
9. “Defense Counsel” shall mean Annureet K. Bezwada, and Aaron M. Bausch of Littler Mendelson, P.C.
10. “Effective Date” shall be sixty-five (65) calendar days from the date of service of a Notice of entry of an Order Granting Final Approval of the Settlement and Entering Judgment described below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order Granting Final Approval of the Settlement and Entering Judgment, then the Effective Date shall be the latest of: (i) the date of final affirmance of the Order Granting Final Approval and Entering Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting Final Approval and Entering Judgment with no avenue for additional appeal or review available.
11. “Employer Taxes” means Defendants’ share of employer-side payroll taxes to be paid on that portion of the Class Member’s Individual Settlement Payment characterized as wages, i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount.
12. “Gross Settlement Amount” (or “GSA”) shall mean the maximum non-reversionary amount of Three Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00) (subject to the Escalator Clause below) payable by Defendants as provided for by this Agreement. Employer Taxes are excluded from the GSA and shall be paid separately therefrom, as specified in this Agreement.
13. “Individual Settlement Payment” means the amount each Settlement Class member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class Period by Participating Class Members and the number of Pay Periods worked during the PAGA Period by PAGA Member(s). Class Members who opt-out of the non-PAGA portion of the Settlement shall only receive payment based on their pro rata number of Pay Periods worked during the PAGA Period, if any.

14. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the PAGA.
15. “Net Settlement Amount” shall mean the Gross Settlement Amount less (a) the Class Representative Service Awards, (b) Settlement Administration Costs, (c) Attorneys’ Fees, (d) Attorneys’ Costs, and (e) the PAGA Penalties.
16. “Notice Packet” shall mean the Notice of Proposed Class Action Settlement substantially in the form attached as **Exhibit A**.
17. “PAGA” shall mean the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
18. “PAGA Member(s)” means those Settlement Class members who worked for Defendants in California at any time during the PAGA Period.
19. “PAGA Members Payment” means the twenty-five percent (25%) portion of the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.
20. “PAGA Pay Period(s)” means any pay period in which a PAGA Member worked at least one day in that pay period for Defendants in California as a non-exempt hourly employee, during the PAGA Period.
21. “PAGA Penalties” means civil penalties under the PAGA agreed upon by the Parties and approved by the Court. The Parties have agreed to allocate Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Gross Settlement Amount as PAGA Penalties, seventy-five percent (75%) of which will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and the remaining twenty-five percent (25%) (“PAGA Members Payment”) shall be distributed proportionately to PAGA Members as described below.
22. “PAGA Period” shall mean the time period from October 10, 2022, through the end of the Class Period.
23. “Participating Class Member(s)” means any Class Member who does not return a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All Participating Class Members will be mailed their Individual Settlement Payment without the need to return a claim form.
24. “Plaintiffs” and “Class Representatives” shall mean Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight.
25. “Released Class Claims” means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint (as defined below in Paragraph 39), or which could have been alleged based on the facts pled in the operative Complaint, including without limitation claims relating to: (a) any alleged failure by Defendants (1) to pay minimum or straight time wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, or (7) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor

Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2804, or any other applicable state statute, rule and/or regulation, based on Participating Class Members' employment with Defendants in California during the Class Period. "Released Class Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, the California Industrial Welfare Commission Wage Orders, and any other applicable regulations.

26. "Released PAGA Claims" means all PAGA claims against the Released Parties arising from PAGA Members' employment with Defendants during the PAGA Period and alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight, or which could have been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to timely pay earned wages; (ii) the alleged failure to pay minimum and straight time wages; (iii) the alleged failure to pay overtime wages; (iv) the alleged failure to provide meal periods; (v) the alleged failure to authorize and permit rest periods; (vi) the alleged failure to timely pay final wages; (vii) the alleged failure to provide accurate itemized wage statements; (viii) the alleged failure to indemnify employee business expenses; (ix) the alleged unfair competition; (x) the alleged failure to provide a day of rest; and (xii) any other PAGA claims premised on the aforementioned allegations.
27. "Released Parties" means Statewide and TSC and each of their past, present, and future parents, subsidiaries, sister companies, affiliates, predecessors, members and divisions, including but not limited to Area Wide Protective, Inc., AWP Safety, and Statewide Safety Systems, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, former employees, servants, independent contractors, volunteers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims.
28. "Response Deadline" means the deadline by which Settlement Class Members must postmark and return to the Administrator signed, dated, and timely requests for exclusion from the non-PAGA portion of the Settlement, objections to the Settlement and/or disputes concerning the number of Workweeks worked during the Class Period and/or number of Pay Periods worked during the PAGA Period. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packets by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. If a Class Member is re-mailed a Notice Packet, then the Response Deadline for that Class Member will be fifteen (15) calendar days after the Notice Packet is re-mailed (which, if the 15th day falls on a Sunday or holiday, will be extended to the next day the U.S. Postal Service is open), or the original Response Deadline, whichever is later. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants.
29. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Class and PAGA Representative Action Settlement and Release Agreement.
30. "Settlement Administration Costs" means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax calculations and tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS Forms, address updates through the National

Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with the aid of the Parties' counsel, and providing all reports and declarations deemed necessary by the Parties in an amount not to exceed \$20,000.00.

31. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"), or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.
32. "Workweek" means any week in which a Class Member worked at least one day in that week for Defendants in California as a non-exempt hourly employee during the Class Period.

RECITALS

33. On October 10, 2023, Plaintiff Jefferson Rodriguez submitted a letter to the California Labor and Workforce Development Agency ("LWDA") notifying the LWDA of his intent to seek civil penalties from Statewide for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay overtime wages, (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (iv) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (v) the alleged failure to indemnify for necessary business expenses, (vi) the alleged failure to timely pay all wages owed at termination of employment, and (vii) the alleged failure to provide complete and accurate wage statements, LWDA Case No. LWDA-CM-986940-23.
34. On March 27, 2024, Plaintiff Danielle Andrea Perez submitted a letter to the LWDA notifying the LWDA of her intent to seek civil penalties from Defendants for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (v) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vi) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No. LWDA-CM-1018991-24. Plaintiff Perez later submitted an amended PAGA Letter to the LWDA alleging day-of-rest violations by Defendants, and which also named Jesse Knight as a representative aggrieved employee.
35. On December 22, 2023, Plaintiff Jefferson Rodriguez, filed a wage and hour class and representative action lawsuit against Statewide alleging class claims for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (v) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vi) the alleged failure to provide complete and accurate wage statements, (vii) the alleged failure to timely pay all wages owed at termination of employment, (viii) the alleged failure to indemnify for necessary business expenses, (ix) alleged PAGA penalties, and (x) violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210), in the Superior Court for the County of Santa Clara, Case No.: 23CV428021 ("*Rodriguez Action*").
36. On February 28, 2024, Plaintiff Danielle Andrea Perez, filed a representative wage and hour class action lawsuit against Defendants alleging class claims for: (i) the alleged failure to pay for all hours worked, including the alleged failure to pay minimum wages, (ii) the alleged failure to pay overtime wages, (iii) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (iv) the

alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (v) the alleged failure to timely pay all wages owed at termination of employment, (vi) the alleged failure to provide complete and accurate wage statements, (vii) the alleged failure to indemnify for necessary business expenses, and (viii) violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210), in the Superior Court for the County of Orange, Case No.: 30-2024-01382264-CU-OE-CXC. Defendants removed Plaintiff Danielle Andrea Perez's class action lawsuit to the United States District Court for the Central District of California, Case No.: 8:24-cv-01042-JWH-KES.

37. On August 1, 2024, Plaintiff Danielle Andrea Perez, filed a single cause of action against Defendants pursuant to PAGA and seeking PAGA penalties thereunder in the Superior Court for the County of Orange, Case No. 30-2022-01416760-CU-OE-CXC.
38. The Parties agreed to participate in mediation and on November 12, 2024, and following exchange and extensive review of relevant documents and class data, the Parties participated in a full-day mediation through Ceveris Mediation with Steve Ceveris, a highly respected mediator with extensive experience in California Wage and Hour matters. Although the Parties did not reach a resolution at the mediation, with the assistance of the mediator the Parties eventually were able to reach a settlement to settle all class and PAGA claims in this Action.
39. On June 23, 2025, Plaintiff Jefferson Rodriguez filed a first amended complaint (the "Complaint") to add Danielle Andrea Perez and Jesse Knight as Plaintiffs in the *Rodriguez* Action, to add any claims alleged in the *Perez* actions that were not previously alleged in the *Rodriguez* Action, and to add TSC as a Defendant.
40. Defendants have, at all times, denied Plaintiffs' claims and continue to maintain this position. Nonetheless, Defendants have concluded that further litigation will be protracted and expensive and would divert management time. Defendants have taken into account the uncertainty and risks inherent in litigation and have, therefore, concluded that it is desirable that the Released Claims be settled in the manner and upon the terms and conditions set forth in this Agreement.
41. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing of any kind by Defendants, nor shall it constitute an admission on behalf of Defendants of any fact or allegation against it.
42. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Agreement.

RELEASE OF CLAIMS

43. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendants stipulate to the certification of the Settlement Class for the Class Period. Defendants represent that there are approximately 1,131 Settlement Class members. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and shall have no effect in this or any other proceeding as evidence that either: (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs or any Settlement Class member, and the Parties shall revert to the respective positions they held prior to entering into this Settlement.

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44. **Release by Settlement Class.** Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, Plaintiffs and every Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released Class Claims that accrued during the Class Period as set forth herein.
45. **PAGA Release.** Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, the State of California, Plaintiffs and all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns), shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all PAGA Released Claims that accrued during the PAGA Period as set forth herein. Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), PAGA Members who worked for Defendants in California during the PAGA Period shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.
46. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.
47. Release by Plaintiffs. Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, and in exchange for their Class Representative Service Awards, Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (on each of their own behalf and on behalf of their heirs, executors, administrators, and assigns), but not on behalf of other Settlement Class members, knowingly and voluntarily release and forever discharge the Released Parties from any and all claims, known and unknown, asserted and unasserted, that each of them has or may have had against Defendants and any of the Released Parties arising from their employment with Defendants. Such claims include, but are not limited to: breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys’ fees; and any violations of the following statutes, laws, and regulations: Fair Labor Standards

Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 *et seq.*; the California Family Rights Act – Cal. Gov’t Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq.*, and any applicable regulations thereunder; the California Business and Professions, Civil, Government and Labor Code; and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by them, excluding claims for workers compensation benefits, unemployment insurance benefits, and any claims that cannot be released as a matter of law (“Plaintiffs’ Released Claims”). To the extent the foregoing release is a release to which California Civil Code section 1542 or similar provisions of other applicable law may apply, Plaintiffs expressly waive, with respect to Plaintiffs’ Released Claims, any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 or similar provisions of applicable law which are as follows:

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

Plaintiffs each acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement, and nonetheless agree that the releases and agreements contained in this Settlement shall remain fully effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs assume any and all risks of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Settlement or with regard to any facts now unknown to each of them relating to such matters.

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

TERMS OF SETTLEMENT

49. **Gross Settlement Amount.** As consideration, Defendants agree to pay the Gross Settlement Amount of Three Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00) on a class and PAGA-wide basis and in full and complete settlement of the Actions, as follows:

- A. Defendants shall deposit the Gross Settlement Amount within 30 days of the Effective Date with the Settlement Administrator. In addition to the Gross Settlement Amount, Defendants shall pay the Employer Taxes due on the portion of the Individual Settlement Payments allocated to wages by the same deadline. Under no circumstances shall Defendants be obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete resolution of the Actions.

- B. Allocation of the Gross Settlement Amount: This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:
- i. Individual Settlement Payment. All Individual Settlement Payments to the Settlement Class;
 - ii. Settlement Administration Costs. The Settlement Administrator shall be paid Settlement Administration Costs, which are anticipated to be no greater than \$20,000.00;
 - iii. Class Representative Service Awards. Plaintiffs shall each be paid a Class Representative Award of up to \$10,000.00 in recognition of Plaintiffs' contributions to the Actions and to the Settlement Class and for giving a general release of all claims. The Class Representative Service Awards shall be paid in addition to Plaintiffs' Individual Settlement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards, and the Class Representative Service Awards shall be reported on IRS Forms 1099 by the Settlement Administrator. Any portion of the Class Representative Service Awards not awarded to Plaintiffs shall remain with the Net Settlement Amount;
 - iv. Attorneys' Fees Award. Class Counsel shall be paid an Attorneys' Fee Award of up to one-third of the GSA (currently estimated to be \$1,083,333.33), subject to Court approval;
 - v. Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of their Attorneys' Costs, in relation to the Action as supported by declaration, up to, but not greater than \$50,000.00; and
 - vi. PAGA Penalties. The Parties have set aside \$250,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 75% of such penalties, or \$187,500.00, will be payable to the LWDA, and the remaining 25%, or \$62,500.00, will be payable to PAGA Members based on their pro rata share of Pay Periods worked during the PAGA Period.
- C. **Escalator Clause.** Defendants represent that Settlement Class members worked approximately 81,218 workweeks from the beginning of the Class Period through November 12, 2024. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Period exceeds this number by more than 10% (i.e., if Settlement Class members worked more than 89,340 workweeks during the Class Period), then Defendants will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Period is 11% greater than 81,218, the Gross Settlement Amount will increase by 1%); or (ii) truncate the end of the Class Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 81,218, such that the number of workweeks does not exceed 10% greater than 81,218 and this escalator provision will no longer be triggered. If Defendants elects to truncate the end of the Class Period under this provision, then the Class Period will end on that date and the notice to the Settlement Class will include the revised end date.

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50. Allocation of the Net Settlement Amount (“NSA”) and PAGA Members Payment.

The Settlement Class members are not required to submit a claim to receive a payment under this Settlement Agreement. Individual Settlement Payments shall be allocated to the Settlement Class as follows:

- A. Payments from the NSA to Participating Class Members: The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of Workweeks he/she worked for Defendants as a non-exempt, hourly employee in California during the Class Period. The Settlement Administrator will calculate each Participating Class Member’s payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member’s number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members.
- B. Payments from the PAGA Members’ Payment: Each PAGA Member will receive a proportionate share of the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she worked during the PAGA Period divided by (ii) the total number of Pay Periods worked by all PAGA Members during the PAGA Period.

51. Individual Settlement Payments. Participating Class Members shall receive an Individual Settlement Payment calculated as set forth in paragraph 50(A)-(B) above. Settlement Class members who opt out of the non-PAGA portion of the Settlement shall receive only an Individual Settlement Payment representing payment from the PAGA Members Payment (if any) as set forth in paragraph 50(B).

- A. Within five (5) business days following Defendants’ deposit of the Gross Settlement Amount and Employer Taxes with the Settlement Administrator, the Settlement Administrator will calculate the Individual Settlement Payments, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail the Individual Settlement Payments, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payments to Plaintiffs, the LWDA Payment, and Class Counsel’s Attorneys’ Fees and Attorneys’ Costs (as approved by the Court). The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel. In no event shall Defendants ever be required to pay any amount greater than the Gross Settlement Amount plus Employer Taxes.
- B. For purposes of calculating applicable taxes and withholdings for payments, each Individual Settlement Payment shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 33.33% wages, and 66.67% as penalties and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendants are responsible for Employer Taxes on the Individual Settlement Payments, and these taxes will not be deducted from the Gross Settlement Amount.

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- C. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit plan, the Individual Settlement Payments made to Settlement Class members,, as well as any other payments made pursuant to this Settlement, shall not be construed as compensation for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan of Defendants or pursuant to any Collective Bargaining Agreement. Unless otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.
- D. Each Settlement Class member who is mailed an Individual Settlement Payment must cash his/her Individual Settlement Payment check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.
- E. Neither Plaintiffs nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

52. **Attorneys' Fees and Attorneys' Costs.** Class Counsel will request a total award of attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated at \$1,083,333.33), plus actual costs and expenses as supported by declaration in an amount not to exceed \$50,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the Attorneys' Fees and Attorneys' Costs when it mails the Individual Settlement Payments to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the Attorneys' Fees and Attorneys' Costs allowed by the Court.

PRELIMINARY APPROVAL OF THE SETTLEMENT

53. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement only;
- B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, Poya Ghasri, Gary S. Brotman, and Nancy Goodes of Marquee Law Group, APC and Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm PLC as Class Counsel;
- C. Appointing Plaintiffs as Class Representatives for the Settlement Class;
- D. Approving Phoenix as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

- F. Establishing an implementation schedule for the Settlement, including the Response Deadline;
- G. Approving the form and content of the proposed Notice Packet, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and
- H. Scheduling a Final Approval hearing regarding the proposed Settlement, including payment of Attorneys' Fees and Attorneys' Costs, and Class Representative Service Award.

Plaintiffs' Counsel will provide counsel for Defendants with a draft of the motion for preliminary approval including the proposed Order Granting Preliminary Approval at least seven (7) calendar days before it is filed with the Court for Defendants' review and input. Defendants shall not oppose the Preliminary Approval Motion and may, in its sole option, file a declaration of non-opposition. Concurrently with the filing of the Preliminary Approval Motion, counsel for Plaintiffs shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court and counsel for Defendants.

SETTLEMENT ADMINISTRATION

54. Settlement Administrator. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

55. Notice to Settlement Class. Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Class Data. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; dates of employment; and the number of Workweeks worked for Defendants in California during the Class Period and number of PAGA Pay Periods worked for Defendants in California during the PAGA Period, for each Settlement Class member (the "Class Data List"). The Class Data List shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator. The Settlement Administrator shall only use this information to facilitate notice, administration of the Settlement, and for distribution of Individual Settlement Payments to Settlement Class members. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.
- B. Confirmation of Contact Information in the Class Data List. Within ten (10) Court days from receipt of the Class Data List from Defendants, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class members for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to the Settlement Class;

and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards for the Class Data List that it receives from Defendants; (ii) not disclose the Class Data List to Class Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendants' consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data List other than to carry out its duties as set forth herein; and (iv) promptly provide Defendants with notice if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the non-PAGA portion of the Settlement must complete, sign and postmark a written Request for Exclusion (defined below) to the Settlement Administrator, in the manner set forth in the Notice and by the Response Deadline. The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the non-PAGA portion of the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Members Payment, if applicable), will not be bound by the terms of the Settlement (except for Released PAGA Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.
- E. Objections. Settlement Class members who do not request exclusion may object to the non-PAGA portion of the Settlement by mailing a written objection to the Settlement Administrator as explained in the Class Notice. The postmark date shall be deemed the exclusive means for determining that the written Objection is timely. No late written Objection will be accepted or considered. Neither Participating Class Members, nor PAGA Members, shall have a right to object to the PAGA portion of the Settlement. Only Settlement Class members who have not opted out of the non-PAGA portion of the Settlement may object. Any Settlement Class member who does not object to the Settlement, intervene in the Action, or who fails to otherwise comply with the specific requirements of this Paragraph as provided in the Class Notice, shall be foreclosed from seeking any adjudication or review of

the Settlement, by appeal or otherwise. Any Settlement Class member shall have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court, even if no written Objection was submitted. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement. If the Court overrules the Settlement Class member's objection(s), or if the Court approves the Settlement despite any objection(s), the Settlement Class member will be deemed to be a Participating Class Member, will be bound by the terms of this Agreement, and will be mailed their Individual Settlement Payment.

- F. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment as well as the information that was gleaned from Defendants' records in order to calculate the Individual Settlement Payment, including their number of Workweeks they worked for Defendants in California during the Class Period and their number of PAGA Pay Periods (if any) worked during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. The dispute must: (i) set forth the name, address, telephone number and last four digits of the social security number of the Class Member submitting the dispute; (ii) be signed by the Class Member; (iii) clearly state the reason(s) that the Settlement Class member disputes the information provided in the Notice Packet; and (iv) be postmarked on or before the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's number of Workweeks or PAGA Pay Periods is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.

- G. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, written Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
- H. Settlement Administrator Declaration. Not later than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its declaration of due diligence setting forth its compliance with its obligations under this Agreement, the number of Participating Class Members, the number of Settlement Class members who timely submitted Requests for Exclusion from the non-PAGA portion of the Settlement, the number of objections to the Settlement and the number of PAGA Members, to be filed with the Court, and will supplement its declaration as needed or as requested by the Court.
- I. Settlement Administrator Final Report. By no later than ten (10) calendar days following the deadline for Settlement Class members to cash their Individual Settlement Payments, the Settlement Administrator shall provide counsel for both Parties with a declaration of due diligence setting forth its compliance with its obligations in disbursing funds from the Gross Settlement Amount, including a statement of the number and dollar value of checks for Individual Settlement Payments cashed and the number and dollar value of checks for Individual Settlement Payments that were not cashed.
- J. Defendants Right to Rescind. Defendants shall have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or more of Settlement Class members timely and validly Request Exclusion from the non-PAGA portion of the Settlement. Defendants must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the latest date any Settlement Class member may timely submit his or her Request for Exclusion. If Defendants exercise their right of rescission pursuant to this paragraph, Defendants shall be responsible for all costs incurred by the Settlement Administrator.

FINAL APPROVAL

56. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for Attorneys' Fees, Attorneys' Costs, Class Representative Service Awards, PAGA Penalties, and Settlement Administration Costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

The Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel shall be responsible for drafting all documents necessary to obtain final approval. The Motion for Order Granting Final Approval and Entering Judgment shall include Class Counsel's application for the Class Counsel's Attorneys' Fees and Costs, the Class Representative Service Awards, and the Settlement Administrator's expenses. A draft of such motion shall be provided to Counsel for Defendants five (5) business days prior to its filing with the Court. Plaintiffs agree not to file their motion and/or application without Defendant's review and input. The Settlement Administrator shall maintain on its website a section for this Settlement which includes a copy of the Motion for Preliminary Approval, along with any accompanying exhibits, and the operative Complaint. It shall be updated after Judgment is entered with a copy of the final Judgment.

Within ten (10) calendar days of the date this Agreement is fully executed, Plaintiff Perez shall seek dismissal without prejudice of the *Perez* Actions.

57. **Funding of the Settlement.** The Administrator shall deposit the Gross Settlement Amount into a Qualified Settlement Account, from which the Settlement Administrator will have the authority to distribute money in accordance with the terms of this Settlement Agreement.

58. **No Effective Date.** If there is no Effective Date: (i) the Settlement Agreement shall have no force and effect and no Party shall be bound by any of its terms; (ii) Defendants shall have no obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto shall be protected as privileged settlement communications and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively to request a conference with the Court in which to attempt to resolve any issues that the Court has raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate their intent to resume the Actions.

59. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, to hear and adjudicate any dispute arising from or related to the Settlement, and to hear such post-Judgment matters and may be appropriate under court rules or as set forth in this Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.

ADDITIONAL TERMS

60. **Non-Admission of Liability.** Defendants and the Released Parties do not admit, and specifically deny, that Defendants or any Released Parties violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.
61. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' respective spouses or to Plaintiffs' respective attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.
62. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
63. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement or to declare rights and/or obligations under this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred, including reasonable expert witness fees incurred in connection with any enforcement actions.
64. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:
- | | |
|-------------------|--|
| if to Defendant: | Annureet K. Bezwada, Littler Mendelson, P.C., 5200 North Palm Avenue, Suite 302, Fresno, CA 93704; abezwada@littler.com |
| if to Plaintiffs: | Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com |
| | Benjamin H. Haber, Wilshire Law Firm PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010; benjamin.haber@wilshirelawfirm.com |
65. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
66. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

67. **Entire Agreement.** This Settlement and attached Exhibits contain the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Settlement.
68. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
69. **Cooperation in Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, the Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
70. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.
71. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
72. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
73. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.
74. Acknowledgement of Future Legislation. Each Party recognizes that legislation could affect the outcome of the Action. The Parties, nevertheless, enter into this Settlement to avoid risk of loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.
75. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

76. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement herein shall be subject to final Court approval.
77. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.
78. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and binding on all parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

AGREED TO AND APPROVED BY:

DATED: 07/10/2025

**STATEWIDE TRAFFIC SAFETY AND SIGNS,
INC. dba AWP SAFETY.**

By: Debbie Riazzi
Deborah Riazzi,
Director, Compliance
and Labor Relations

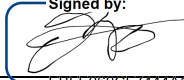
DATED: 07/10/2025

TRAFFIC SOLUTIONS CORPORATION

By: Debbie Riazzi
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED: 7/2/2025

JEFFERSON RODRIGUEZ

Signed by: 
EBFE060CF7444A1...
Plaintiff and Class Representative

DATED: _____

DANIELLE ANDREA PEREZ

Plaintiff and Class Representative

DATED: _____

JESSE KNIGHT

Plaintiff and Class Representative

76. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement herein shall be subject to final Court approval.
77. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.
78. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and binding on all parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

AGREED TO AND APPROVED BY:

DATED: _____

**STATEWIDE TRAFFIC SAFETY AND SIGNS,
INC. dba AWP SAFETY.**

By: _____
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED: _____

TRAFFIC SOLUTIONS CORPORATION

By: _____
Deborah Riazzi,
Director, Compliance
and Labor Relations

DATED: _____

JEFFERSON RODRIGUEZ

Plaintiff and Class Representative

DATED: 7/9/2025

DANIELLE ANDREA PEREZ

DocuSigned by:



1D6D3FA31EFF4DD
Plaintiff and Class Representative

DATED: 7/3/2025

JESSIE KNIGHT

Signed by:



9A0BC85D155345F
Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 7/2/2025

MARQUEE LAW GROUP APC
Signed by:
Tuvia Korobkin
A536AA1D0ED241F...
Tuvia Korobkin
Attorneys for Plaintiffs

DATED: _____

WILSHIRE LAW FIRM PLC
By: _____
Benjamin H. Haber
Attorneys for Plaintiffs

DATED: _____

LITTLER MENDELSON, P.C.
By: _____
Annureet K. Bezwada
Attorneys for Defendant

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: _____

By: _____

Tuvia Korobkin
Attorneys for Plaintiffs

WILSHIRE LAW FIRM PLC

DATED: 7/3/2025

By: _____


Benjamin H. Haber
Attorneys for Plaintiffs

LITTLER MENDELSON, P.C.

DATED: 7/10/2025

By: _____


Annureet K. Bezwada
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

JEFFERSON RODRIGUEZ, DANIELLE PEREZ,
and JESSE KNIGHT,

Plaintiffs,

vs.

STATEWIDE TRAFFIC SAFETY AND SIGNS,
INC. d/b/a AWP SAFETY; TRAFFIC
SOLUTIONS CORPORATION,

Defendants.

Case No. 23CV428021

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All current and former non-exempt hourly employees who were employed by Statewide Traffic Safety and Signs, Inc., now doing business as AWP Safety (“Statewide”) and Traffic Solutions Corporation (“TSC”) (together, Statewide and TSC are referred to as “Defendants”) in California at any time from December 22, 2019 through January 11, 2025 (“Class Period”).

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The Santa Clara County Superior Court (“Court”) has granted preliminary approval of a proposed class and representative action settlement (the “Settlement”) that resolves a class and representative action pending against Defendants called *Jefferson Rodriguez, et al v. Statewide Traffic and Safety Systems, Inc., et al*, Case No. 23CV428021 (the “Action”).

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Defendants’ records show that you were employed by Defendants as a non-exempt hourly employee in California at some point between December 22, 2019 and January 11, 2025. You are therefore a member of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiffs Jefferson Rodriguez, Danielle Perez, and Jesse Knight (“Plaintiffs”) have filed a lawsuit alleging that Defendants violated California law. Specifically, Plaintiffs allege that Defendants: (i) failed to pay minimum wages or straight time wages for all hours worked; (ii) failed to pay

overtime wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to indemnify business expenses, (vi) failed to issue accurate itemized wage statements; (vii) failed to timely pay all wages during employment and at termination, (viii) failed to provide one day's rest in seven; and, as a result of the above, (ix) engaged in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

Plaintiffs' attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Defendants deny that they have done anything wrong and believe they have acted in compliance with all applicable laws and that Plaintiffs' claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability or any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendants have concluded that it is in their best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for Statewide or TSC, your decision about whether to participate in the Settlement will not affect your employment status. California law and Defendants' company policies strictly prohibit unlawful retaliation. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / the Settlement Class:	Attorneys for Defendants:
MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Gary S. Brotman gary@marqueelaw.com Nancy Goodes nancy@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com WILSHIRE LAW FIRM Benjamin H. Haber benjamin@wilshirelawfirm.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Tel: (213) 381-9988 www.wilshirelawfirm.com	LITTLER MENDELSON P.C. Annureet K. Bezwada abezwada@littler.com Aaron M. Bausch abausch@littler.com 5200 North Palm Avenue, Suite 302 Fresno, California 93704 Tel.: (559) 244-7500 www.littler.com

What are the terms of the Settlement?

Defendants have agreed to pay \$3,250,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and Class Representative Service Awards.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$20,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, currently estimated to be \$1,083,333.33 as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$50,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Awards. Class Counsel will ask the Court to approve an award of \$10,000 to each of the Plaintiffs (for a total of \$30,000), also known as the “Class Representatives.” These awards are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$250,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiffs’ PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or \$187,500, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$62,500 has been designated as the “PAGA Members Payment” and will be paid to certain Settlement Class members, known as PAGA Members, as described below.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$1,816,666.67. Together with the \$62,500 PAGA Members Payment, the total amount to be distributed to Settlement Class members is estimated to be \$1,879,166.67. Payments to Settlement Class members, known as “Individual Settlement Payments,” will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for Defendants as a non-exempt, hourly employee in California during the Class Period.

PAGA Members Payment: In addition to the NSA, \$62,500 of the Gross Settlement Amount has been designated as the “PAGA Members Payment” as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for Defendants as a non-exempt, hourly employee in California at any time from October 10, 2022 to January 11, 2025 (the “PAGA Period”). This sub-group of Settlement Class members are known as the “PAGA Members.” All PAGA Members will receive a payment from the PAGA Members Payment in proportion to the number of pay periods that they worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period.

Deposit of Gross Settlement Amount and Distribution of Payments. If the Court grants final approval and there are no objections to the Settlement, the Gross Settlement Amount will be funded by Defendants approximately 95 days after final approval. Individual Settlement Payments will be mailed approximately 8 business days after the Gross Settlement Amount is funded.

Allocation and Taxes. For tax purposes, Individual Settlement Payments shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 33.33% wages (with withholdings taken), and 66.67% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties and interest. Defendants will pay the employer’s taxes on any amounts designated as “wages” separately from, and in addition to, the Gross Settlement Amount. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Releases. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiffs and every Participating Class Member will release and discharge Defendants each of their past, present, and future parents, subsidiaries, sister companies, affiliates, predecessors, members and divisions, including but not limited to Area Wide Protective, Inc., AWP Safety, and Statewide Safety Systems, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, former employees, servants, independent contractors, volunteers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims defined below (the “Released Parties”) from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint in the Action, or which could have been alleged based on the facts pled in the operative Complaint in the Action, including without limitation claims relating to: (a) any alleged failure by Defendants (1) to pay minimum or straight time wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, or (7) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2804, or any other applicable state statute, rule and/or regulation, based on Participating Class Members’ employment with Defendants in California during the Class Period. These claims are referred to as the “Released Class Claims.” The “Released Class Claims” includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, the California Industrial Welfare Commission Wage Orders, and any other applicable regulations.

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all PAGA Members (whether or not they opt out of the Settlement) shall release all PAGA claims against the Released Parties arising from PAGA Members’ employment with Defendants during the PAGA Period and alleged in Plaintiffs’ letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight, or which could have been alleged based on the facts pled in Plaintiffs’ letters or amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to timely pay earned wages; (ii) the alleged failure to pay minimum and straight time wages; (iii) the alleged failure to pay overtime wages; (iv) the alleged failure to provide meal periods; (v) the alleged failure to authorize and permit rest periods; (vi) the alleged

failure to timely pay final wages; (vii) the alleged failure to provide accurate itemized wage statements; (viii) the alleged failure to indemnify employee business expenses; (ix) the alleged unfair competition; (x) the alleged failure to provide a day of rest; and (xii) any other PAGA claims premised on the aforementioned allegations. (“Released PAGA Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of workweeks you worked for Defendants as a non-exempt, hourly employee in California during the Class Period and the number of pay periods you worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Individual Settlement Payment check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on Defendants’ records, your total Individual Settlement Payment is estimated to be << \$XXXXXX >>, which includes << \$XXXXXX >> from the Net Settlement Amount and << \$XXXXXX >> from the PAGA Members Payment. The enclosed “Notice of Estimated Settlement Payment” contains the data from Defendants’ records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Payment. Your estimated Individual Settlement Payment has been calculated as noted above. Your estimated payment is based on the number of workweeks you worked for Defendants as a non-exempt, hourly employee in California during the Class Period and the number of pay periods you worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period. The information contained in Defendants’ records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Payment.

If you disagree with the information in your Notice of Estimated Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than << RESPONSE DEADLINE >>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator

a written “Request for Exclusion” letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for Defendants), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Jefferson Rodriguez v. Statewide Traffic Safety* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Members, even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for Defendants), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 19 of the Santa Clara County Superior Court, located at 161 North First Street, San Jose, California 95113. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of costs/expenses, the Class Representative Service Awards, and the Settlement Administration Costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may

consult the Court's website, www.santaclara.courts.ca/gov. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

NOTICE OF ESTIMATED SETTLEMENT PAYMENT

JEFFERSON RODRIGUEZ et al v. STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. et al.

Santa Clara County Superior Court Case No. 23CV428021

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Individual Settlement Payment:

According to Defendants' records:

- (a) you were employed for [REDACTED] workweeks for Defendants as a non-exempt, hourly employee in California between December 22, 2019 and January 11, 2025;
- (b) you were employed for [REDACTED] pay periods for Defendants as a non-exempt, hourly employee in California between October 10, 2022 and January 11, 2025.

Based on the above, your Individual Settlement Payment is estimated at \$ [REDACTED], which includes \$ [REDACTED] from the Net Settlement Amount and \$ [REDACTED] from the PAGA Members Payment.

(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.