

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Kyle R. Nordrehaug (State Bar #205975)
Piya Mukherjee (State Bar # 274217)
Victoria B. Rivapalacio (State Bar #275115)
Charlotte E. James State Bar # 308441)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Fax: (858) 551-1232
Website: www.bamlawca.com
Email: kyle@bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FRANK TOWNS and STEVEN QUIRINO,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

CORE & MAIN LP, a limited partnership; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **37-2024-00006393-CU-OE-CTL**

**DECLARATION OF NORMA AYALA ON
BEHALF OF APEX CLASS ACTION, LLC,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 18, 2026

Time: 1:30 p.m.

Dept.: 63

Judge: Hon. Katherine Bacal

1 I, Norma Ayala, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Towns v. Core & Main LP* matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (referred to as
20 “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among
21 Class Members regarding the number of workweeks recorded by Defendant during the Class Period, as
22 stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e)
23 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
24 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
25 managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

1 **CLASS DATA AND NOTICE PROCESS**

2 4. On May 11, 2026, Counsel for the Plaintiffs provided Apex with the Court-approved content for
3 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
4 from the Parties' Counsel prior to mailing.

5 5. On May 13, 2026, Counsel for the Defendant provided Apex with the Class Data list, comprising
6 the names, Social Security numbers, last known mailing addresses, dates worked for Defendant during
7 the Class Period and PAGA Period, and the total number of relevant workweeks worked for 585
8 individuals. Apex reviewed & cleansed the data for duplicates, discrepancies, and any potential missing
9 information. The Class List consisted of a total of 585 individuals.

10 6. In preparation for the mailing process, all 585 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
14 NCOA database contains records of requested address changes submitted to the USPS. If an updated
15 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
16 in cases where no updated address was found in the NCOA database, the original address provided by
17 Counsel for Defendant was used for the mailing of the Class Notice.

18 7. On May 27, 2026, the Class Notice was sent to all 585 individuals listed in the Class List via U.S
19 First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

20 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

21 8. As of the date of this declaration, our office has received 27 returned Class Notices as
22 undeliverable. Apex conducted a computerized skip trace on the 27 returned Class Notices in an attempt
23 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
24 in obtaining 19 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
25 Mail.

26 9. As of the date of this declaration, eight (8) Class Notices have been considered undeliverable as
27 no updated address was found as a result of skip tracing.

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 10. The Response Deadline was July 27, 2026. An extended Response Deadline for Class Member's
3 who received a remailed notice was August 10, 2026.

4 11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline
5 for submitting a request for exclusion from the Settlement was July 27, 2026.

6 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement was July 27, 2026.

8 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
9 deadline for submitting a dispute was July 27, 2026.

10 14. As of the date of this declaration, Apex will report 585 Participating Class Members, constituting
11 100% of the Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of workweeks worked by Participating Class Members during the Class Period
14 is 51,452. The Net Settlement Amount available to Participating Class Members is estimated to be
15 (\$264,544.00) and was calculated by subtracting the Class Counsel Fees Payment (\$166,666.00), the
16 amount requested for Class Counsel Litigation Expenses Payment (\$20,000.00), the two (2) requested
17 Class Representative Service Payments (\$30,000.00), the requested Settlement Administration Costs
18 (\$8,790.00), and the PAGA Penalties (\$10,000.00) from the Gross Settlement Amount (\$500,000.00).

19 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
20 be approximately \$1,126.00, the *average* Individual Class Payment is currently estimated to be
21 approximately \$452.21, and the *lowest* Individual Class Payment is currently estimated to be
22 approximately \$5.14. These amounts are subject to employee-side tax and withholdings.

23 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
24 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
25 cannot opt out of the PAGA settlement. There are 492 Aggrieved Employees who worked a total of
26 20,441 PAGA Pay Periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$10.15, the
2 *average* Individual PAGA Payment is approximately \$5.08, and the *lowest* Individual PAGA Payment
3 is approximately \$0.12.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$8,790.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct, and that this Declaration was executed this 20th day of August
12 2026, in Irvine, California.

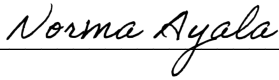
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EXHIBIT A

Towns v. Core & Main LP
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

NOTICE OF PROPOSED SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION AND HEARING DATE FOR FINAL COURT APPROVAL

***Towns v. Core & Main LP, Superior Court of the State of California,
County of San Diego, Case No. 37-2024-00006393-CU-OE-CTL***

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

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

You may be eligible to receive money as part of a proposed settlement (“Settlement” or “proposed Settlement”) that has been reached in an employee class action lawsuit, entitled *Towns v. Core & Main LP*, Superior Court of the State of California, County of San Diego, Case No. 37-2024-00006393-CU-OE-CTL (“Action”) against Defendant Core & Main LP (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Frank Towns and Steven Quirino (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all current and former non-exempt California employees of Defendant at any time during the Class Period (November 16, 2021 through January 22, 2026) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt California employees of Defendant at any time during the PAGA Period (December 10, 2022 through January 22, 2026) (“Aggrieved Employees”). The purpose of this Notice of Proposed Settlement of Class and Representative Action (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est Class PMT» (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$«Est PAGA PMT»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Class Workweeks» Workweeks during the Class Period and you worked «PAGA Pay Periods» PAGA Pay Periods**. If you believe that you worked more workweeks and/or PAGA pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”).

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is July 27, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement for an Individual Class Payment and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by July 27, 2026	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>September 18, 2026</u> , at 1:30 p.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 63 before Judge Katherine Bacal. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by July 27, 2026	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>July 27, 2026</u> . See Section 5 of this Notice

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

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court"), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt California employees of Defendant at any time during the Class Period (November 16, 2021 through January 22, 2026).

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement ("Agreement") and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Defendant denies all liability and is confident they have strong legal and factual defenses to the claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On February 13, 2024, Plaintiff Frank Towns filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego ("Towns Class Action"). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to

pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On February 13, 2024, Plaintiff Frank Towns filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Monterey (“Towns PAGA Action”). On July 8, 2024, Plaintiff Steven Quirino filed a complaint against Defendant in the Superior Court of the State of California, County of Riverside (“Quirino Action”) which asserted similar claims as the Towns Class Action and the Towns PAGA Action.

On March 4, 2026, Plaintiffs filed a First Amended Complaint in the Towns Class Action which added plaintiff Steven Quirino as a named plaintiff and added the claims alleged in the Quirino Action and the Towns PAGA Action. This First Amended Complaint in the Class Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on April 16, 2026. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Frontier Law Center to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within thirty (30) days of the Effective Date. The Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$10,000.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$166,666.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000.00. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The payment of Class Counsel Fees Payment shall be made as follows: 52.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 17.5% to Gomez Trial Attorneys APLC, and 30% to Frontier Law Center. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$15,000 each to the two named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$10,000 relating to Plaintiffs’ claim under PAGA, 75% (\$7,500) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$2,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is December 10, 2022 through January 22, 2026.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$263,334.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected the Legal Aid Society of San Diego as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims for injunctive relief, declaratory relief, and restitution for: (1) failure to pay overtime wages (Lab. C. § 510); (2) failure to pay all wages and minimum wages (Lab C. §§ 218, 233, 226.8, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Lab. C. § 226.7 and 512, and the applicable IWC Wage Orders); (4) failure to provide rest periods (Lab. C. §§ 226.7, 512 and the applicable IWC Wage Orders); (5) failure to timely furnish accurate itemized wage statements (Lab. C. § 226); (6) waiting time penalties (Lab. C. §§ 200, 201, 202, 203, 204, 210, 227.3); (7) failure to provide proper and accurate sick pay (Lab C. §§ 201, 202, 203, 233, 246, 246.5); (8) failure to reimburse business expenses (Lab C. § 2802); and, (9) violation of Business and Professions Code § 17200, et seq. and those claims based on the facts alleged in the Operative Complaint as well as any claims that could have been pled under California common law, the federal law, including under the federal Fair Labor Standards Act ("FLSA"), and the California Business and Professions Code based on the facts alleged in the Operative Complaint. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218, 226, 226(a), 226.7, 226.8, 227.3, 233, 246, 246.5, 510, 512, 1194, 1197, 1197.1, 1198, 2698, et seq., 2699, 2699.3, 2699.5, 2802, and applicable IWC Wage Orders. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. Released Parties are defined as: Defendant and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

5. How much will my payment be?

Defendant's records reflect that you worked **«Class Workweeks»** Workweeks during the Class Period (November 16, 2021 through January 22, 2026).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est Class PMT».

Defendant's records reflect that you worked **«PAGA Pay Periods»** PAGA Pay Periods during the PAGA Period (December 10, 2022 through January 22, 2026). Based on this information, your estimated Individual PAGA Payment is \$«Est PAGA PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is July 27, 2026. You may also fax the dispute to (949) 989-4428 or email the dispute to support@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, LLC, (800)-355-0700.

The Court will hold a Final Approval Hearing on September 18, 2026, at 1:30 p.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is July 27, 2026. You may also fax your request to opt out to (949) 989-4428 or email to support@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Towns v. Core & Main LP* lawsuit. The request to opt-out should state the Class Member's full name, Social Security Number, address, and telephone number or email address. Please include the name and number of the case, which is *Towns v. Core & Main LP*, Case No. 37-2024-00006393-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is PO Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after July 27, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for September 18, 2026, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Towns v. Core & Main LP* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtreports>) and entering the Case No. 37-2024-00006393.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is July 27, 2026.** You may also fax the dispute to (949) 989-4428 or email to support@apexclassaction.com. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Towns v. Core & Main LP*, Case No. 37-2024-00006393-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action, LLC

Email Address: support@apexclassaction.com

Mailing Address: PO Box 54668, Irvine, CA 92619

Telephone Number: 1-800-355-0700

Fax Number: (949) 989-4428



Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for the Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Jyoti Mittal
Littler Mendelson P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067-3107
Emily Mertes
Littler Mendelson P.C.
101 Second Street, Suite 1000
San Francisco, California 94105

Manny Starr
Daniel Ginzburg
Frontier Law Center
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Tel.: (818) 914-3433
Fax: (818) 914-3433
E-Mail: manny@frontierlawcenter.com
dan@frontierlawcenter.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on September 18, 2026, in Department 63 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Katherine Bacal. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Towns v. Core & Main LP*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006393.

10. How Can I Get More Information?

You may call the Administrator at 1-800-355-0700 or write to *Towns v. Core & Main LP* Administrator, c/o PO Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees and costs or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Towns v. Core & Main LP*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006393. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. The Administrator shall direct all unclaimed funds to be to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b).
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.