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others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

HEIDY MARTIJA, individually and on behalf of all others similarly situated, Plaintiffs, v. CLOVER ENVIRONMENTAL SOLUTIONS, LLC; CLOVER TECHNOLOGIES GROUP, LLC; CLOVER IMAGING GROUP; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 37-2023-00055158-CU-OE-CTL Hon. Carolyn Caietti Dept: C-70 **STIPULATION OF SETTLEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT** Complaint Filed: December 20, 2023 FAC Filed: February 22, 2024

This Stipulation of Settlement and Release ("Stipulation") is made and entered by and between Plaintiff Heidy Martija ("Plaintiff"), individually and on behalf of all members of the Settlement Class, as defined herein, through their counsel Ferraro Vega Employment Lawyers ("Class Counsel") and Defendant Clover Environmental Solutions, LLC ("Defendant") through its counsel McDermott Will & Schulte, LLP ("Defense Counsel"), and is subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendant are referenced collectively herein as "the Parties."

I. BACKGROUND AND RECITALS

a. On or about December 20, 2023, Plaintiff filed in the Superior Court of California, County of San Diego, a complaint for damages entitled *Heidy Martija. v. Clover Environmental Solutions, et al.* (Case No.: 37-2023-000055158), and on February 22, 2024, Plaintiff filed a First Amended Complaint ("FAC") adding a cause of action for civil penalties under Labor Code Section 2698 et seq. (hereinafter the "Litigation"). The Litigation alleges California Labor Code violations stemming from Defendant's alleged (1) minimum wage violations; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) paid sick leave violations; (6) untimely payment of wages; (7) wage statement violations; (8) waiting time penalties; and (9) unfair competition. The Litigation also seeks to recover unpaid wages, liquidated damages, restitution, pre-judgment interest, attorneys' fees, and costs of litigation, as well as various penalties on behalf of Plaintiff and others similarly situated, including civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The purported class is defined as "all current and former non-exempt employees who worked for Defendants in California at any time from four years (plus the additional 178-day statutory tolling period under Emergency Rule 9) prior to the filing of this action through date of class certification."

b. The Parties agreed to and participated in a full-day formal, private mediation session on October 24, 2024, with private mediator Jeff Winikow, a neutral and well-respected mediator. Prior to the mediation, the Parties exchanged informal discovery, including information on the number of active and former putative class member employees, recordkeeping, employer shifts, payroll records (including wage statements and time records), wage and hour policies, and personnel files for Plaintiff. Plaintiff and Class Counsel then analyzed the data and provided an estimated potential liability analysis from which to negotiate with Defendant and Defense Counsel. At all times, the negotiations leading to this Stipulation have been adversarial, non-collusive, and at arms' length.

c. The mediation failed, but the Parties engaged in active negotiations for the following year, including producing additional documents in discovery for Plaintiff and her counsel to analyze.

d. The Parties agreed to a settlement on or around September 26, 2025.

e. The Parties are sufficiently familiar with the facts of the Litigation and the applicable law, so as to warrant settlement at this time.

f. The Parties are represented by counsel and have had the opportunity to consult with counsel prior to the submission of this Stipulation to the Court.

g. Nothing in this Stipulation, nor the fact of the Stipulation itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind on the part of Defendant with respect to the claims alleged in this Litigation.

h. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation under state or federal law and further denies that, for any purpose other than settling the Litigation, this Litigation is appropriate for class treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the California Business & Professions Code, the applicable IWC Wage Orders, and all other applicable California and federal law. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive and would also divert Defendant's resources. Defendant has taken into account the uncertainty and risks inherent in litigation. Defendant has therefore concluded that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

i. Plaintiff believes that she filed a meritorious action and that class certification is appropriate. Plaintiff contends that Defendant violated California wage and hour law, and that this Litigation is appropriate for class certification as the requisites for class certification can be satisfied in this case. However, Plaintiff recognizes and acknowledges the significant expense and length of continued proceedings necessary to prosecute litigation against Defendant through class certification, trial, and appeal. Plaintiff is aware that the likelihood of protracted litigation will only further delay payments to Settlement Class Members of wages and penalties they allege they are owed. Plaintiff is also aware of the inherent problems of proof and possible defenses to the claims alleged and to class certification. After careful consideration and mediation, Plaintiff has concluded that this class action and PAGA lawsuit should be fully and finally settled in a manner and upon the terms and conditions set forth in this Stipulation.

j. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that exist between them arising from the Litigation or any claim reasonably related to the claims set forth in the Litigation. In order to achieve a full and complete release of Plaintiff and the Releasees (as defined below) of such disputes and claims, each Settlement Class Member (which includes any legal heirs and/or successors-in-interest of each member of the Settlement Class), through execution of this Stipulation by Plaintiff, acknowledges that this Stipulation is intended to include in its effect all claims arising from or related to the allegations in the Complaint against Defendant (which includes any of its parents, subsidiaries, affiliates, members, predecessors, successors, partners, investors, shareholders, agents, employees, officers, directors, and attorneys).

k. It is also the desire of the Parties to fully, finally and forever settle, compromise, and discharge all disputes and claims that exist on behalf of the named Plaintiff in her individual capacity.

l. It is the intention of the Parties that this Stipulation shall constitute a full and complete settlement and release of all claims arising from, related to or could have been raised by Plaintiff's employment with Defendant as well as the factual allegations in the Litigation, including, without limitation, any and all claims that can lawfully be released arising from said allegations under the California Labor Code, the Business & Professions Code (including Section 17200 *et seq*.), and attorneys' fees and costs, which release shall include in its effect Defendant and each of its present and former affiliates, members, parent companies, subsidiaries, shareholders, officers, partners, directors, members, servants, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys (collectively, the "Releasees").

II. DEFINITIONS

As used in this Stipulation, and for purposes of the settlement of this Litigation only, the following terms shall have the meanings specified below:

a. "Complaint" shall mean the operative First Amended Class And Representative Action Complaint filed by Plaintiff on February 22, 2024.

b. "Attorneys' Costs" shall mean Class Counsel's actual costs, shown by proper documentation, incurred in this Litigation, to be determined by the Court, but not to exceed Twenty-Five Thousand Dollars ($25,000.00).

c. "Attorneys' Fees" shall mean Class Counsel's attorneys' fees in connection with the Litigation to be determined by the Court, but not to exceed One Hundred Fourteen Thousand Nine Hundred Eighty-Eight Dollars and Fifty Cents ($114,988.50), or thirty-three percent (33.33%) of the GFV.

d. "Claims Administrator" means Phoenix Settlement Administrators.

e. "Claims Administration Fee" includes all costs and expenses due to the Claims Administrator in connection with its administration of the claims including, but not limited to, providing Notice in English and Spanish, translating the Notice in Spanish, locating Class Members, reviewing letters from individuals opting out of the Settlement, calculating withholdings and taxes including Defendant's share of payroll taxes, and administering and distributing Settlement payments to Settlement Class Members, not to exceed $10,000.

f. "Class Counsel" means Nicholas J. Ferraro and Lauren N. Vega of Ferraro Vega Employment Lawyers, Inc.

g. "Class Data List" means a list in Excel format with the Settlement Class Members' names, home addresses, social security numbers and best estimates of dates of employment so that the Claims Administrator can determine each Settlement Class

Member's number of Workweeks, mail out notices, and perform any skip tracing necessary.

h. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**.

i. "Class Period" shall mean the time period from December 20, 2019, to the date of certification.

j. "Defendant" means Clover Environmental Solutions, LLC.

k. "Defense Counsel" shall mean Maria C. Rodriguez, Esq. and Alexander Randolph, Esq. of McDermott Will & Schulte, LLP.

l. "Effective Date" means the later of: (1) if no objections are raised, the date the Court signs the Order Granding Final Approval and Judgment; (2) if there is an objection, 65 days from the date the Court signs the Order Granting Final Approval and Judgment; or (3) if an appeal is timely filed with respect to the Judgment, the date such an appeal is dismissed or the Judgment is affirmed, and the Judgment is not subject to further judicial review or reconsideration by any court, but only after all of the following events have occurred: (i) this Stipulation has been executed by all Parties and by counsel for the Parties; (ii) the Court has given Preliminary Approval of the Settlement; (iii) notice has been given to the putative Settlement Class Members, providing the Class Members with an opportunity to opt out of the Settlement Class; and (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class, and approving this Stipulation consistent with California Rule of Court 3.769(h).

m. "Final Approval of the Settlement" shall mean entry of an order by the Court ordering final approval of the Settlement.

n. "Gross Fund Value" or "GFV" shall mean the non-reversionary gross amount of Three Hundred Forty Five Thousand Dollars ($345,000.00) to be paid by Defendant pursuant to this Settlement and before Court-approved deductions for the LWDA

Payment, Claims Administration Fee, Attorneys' Fees, Attorneys' Costs and the Service Award, subject to the terms and conditions of this Settlement.

o. "Litigation" means the lawsuit, *Heidy Martija. v. Clover Environmental Solutions, et al. (Case No.: 37-2023-000055158)*, filed on or about December 20, 2023, in the Superior Court of California, County of San Diego with First Amended Complaint filed on February 22, 2024.

p. "LWDA Payment" shall mean the payment to the State of California Labor and Workforce Development Agency ("LWDA") under the California Private Attorneys General Act of 2004, or Seventy Five Percent (75%) of the PAGA Settlement Amount. The Parties have agreed that $40,000 of the GFV will be allocated to the resolution of any Settlement Class Members' claims arising under PAGA ("PAGA Settlement Amount"). Under California Labor Code section 2699(i), Seventy-Five Percent (75%), or $30,000, of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and Twenty Five Percent (25%), or $10,000, of the PAGA Settlement Amount will be part of the NFV to be distributed to the PAGA Settlement Group.

q. "Net Fund Value" or "NFV" shall mean the Gross Fund Value minus the Claims Administration Fee, Attorneys' Fees, Attorneys' Costs, LWDA Payment, and Service Award.

r. "PAGA Claims" shall mean the Class Members' claims for civil penalties under the California Private Attorneys General Act of 2004.

s. "PAGA Exhaustion Period" shall mean the 65 days that the LWDA has to provide notice to Plaintiff and the employer (here, Defendant) that it intends to investigate the allegations contained in the PAGA Letter.

t. "PAGA Letter" shall mean the written notice provided to the LWDA on December 18, 2023, via online filing and by certified mail to Defendant of the specific provisions of the alleged Labor Code violations raised through the Litigation.

u. "PAGA Settlement Amount" shall mean the sum presently estimated at $40,000, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount. Based on variance in the Litigation Costs, Attorneys' Fees, and/or Administration Expenses, the PAGA Payment may increase or decrease accordingly, and Plaintiff's Counsel will apprise the Court accordingly when the Settlement is presented for Court approval.

v. "PAGA Settlement Group" shall be defined as Class Members who were employed by Defendant from December 18, 2022 (one year prior to the date of the PAGA Letter), to the date of class certification.

w. "Plaintiff" shall mean class representative Heidi Martija.

x. "Parties" shall mean Plaintiff and Defendant.

y. "Preliminary Approval of the Settlement" shall mean entry of an order by the Court ordering preliminary approval of the proposed Settlement, including an order as to the time, date, and place of the hearing on Final Approval of the Settlement, the Class Notice, and any other matters deemed necessary for the proper conduct of a Final Approval of the Settlement.

z. "Releasees" shall mean Defendant Clover Environmental Solutions, LLC, Clover Technologies Group, LLC, and Clover Imaging Group, LLC and each of their present and former affiliates, members, parent companies, subsidiaries, shareholders, officers, partners, directors, members, servants, employees, agents, attorneys, insurers, predecessors, principals, representatives, accountants, past, present, and future, successors and assigns, and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys.

aa. "Service Award" shall mean Ten Thousand Dollars ($10,000.00) Plaintiff as the class representative.

bb. "Settlement" means the terms and conditions set forth in this Stipulation.

cc. "Settlement Class" means the class certified for purposes of Settlement only, following the entry of Order by the Court.

dd. "Settlement Class Members" shall mean all current and former hourly non-exempt employees employed by Defendant between December 20, 2019, to the time of certification, who do not timely opt out of the Settlement.

ee. "Workweeks" shall mean the calculation of each Settlement Class Member's work start date or dates to work end date or dates during which the Settlement Class Member worked as an hourly non-exempt employee, based on Defendant's records. Any weeks that a Settlement Class Member was not performing services for Defendant shall not be counted as Workweeks for purposes of calculating a Class Member's proportionate share of the NFV.

III. TERMS OF SETTLEMENT

a. Gross Fund Value. Subject to the terms of his Agreement, and without admitting liability, Defendant shall pay to the Claims Administrator for the benefit of the class an "all-in," non-reversionary payment of Three Hundred Forty Five Thousand Dollars ($345,000.00) that shall be referred to herein as a Gross Fund Value ("GFV"). The payment of the GFV by Defendant pursuant to this Stipulation shall settle all pending issues between the Releasees and the Settlement Class without asking or requiring class members submit any claim or form as a condition of payment, including, but not limited to, all damages, payments of class claims, Claims Administration Fee, Attorneys' Fees, Attorneys' Costs, LWDA Payment, and Service Award. Defendant shall be responsible for paying, in addition to the GFV, any applicable and lawfully required employer payroll taxes.

b. Calculation of Net Fund Value. The Net Fund Value ("NFV") is equal to the GFV minus the Claims Administration Fee (not to exceed $10,000), Attorneys' Fees (up to $ $114,988.50, or 33.33% of the GFV), Attorneys' Costs (up to $25,000), LWDA Payment (up to $40,000) and the Service Award (up to $10,000 the named Plaintiff). The NFV shall be divided by the total aggregate Workweeks of the Class Members for the Settlement Class Members and divided in proportionate shares based on the number of Workweeks for the individual Settlement Class Members as reflected

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in Defendant's records. The NFV will be used to calculate the settlement share each Class Member will receive if this Settlement becomes effective as defined above.

c. Attorneys' Fees and Costs: In consideration for settling this matter and in exchange for the release of all claims by the Settlement Class, and subject to final approval by the Court, Defendant agrees not to oppose Class Counsel's motion for Attorneys' Fees in the total amount of up to 33.33% of the GFV to compensate and reimburse Class Counsel for all of the work already performed by Class Counsel in this case and all of the work remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of the Settlement, administering the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining Judgment. Regardless of the fee award, counsel for Plaintiff will not seek to cancel or otherwise challenge the settlement but will accept the award of the Court, subject to Plaintiff's right to appeal any attorney's fees award by the Court. Class Counsel shall be separately reimbursed for costs actually incurred in litigating this Litigation, subject to documentation of such costs, of up to $25,000 out of the GFV. Should the Court approve a lesser percentage or amount of fees and/or costs, the unapproved portion shall be part of the NFV.

d. Service Award: Subject to approval by the Court, Defendant further agrees to pay Plaintiff a Service Award not to exceed $10,000, for serving as the class representative out of the GFV. Defendant will not oppose Class Counsel's request. The Service Award is in addition to the claim share to which Plaintiff is entitled along with other Settlement Class Members and the amount allocated to resolve their individual claims. Should the Court approve a Service Award less than that set forth herein, the unapproved portion shall be added to the NFV and distributed to Settlement Class Members.

e. Effectiveness of Settlement: The Settlement shall become effective only when all of the following events have occurred (the "Effective Date"):

i. This Stipulation has been executed by all Parties and by counsel for the Parties;

ii. Plaintiff files a Motion for Preliminary Approval and selects a reasonably timed hearing date from the Court

iii. The Court has given Preliminary Approval of the Settlement;

iv. Notice has been given to the putative Class Members, providing the Class Members with an opportunity to opt out of the Settlement Class, object to the Settlement Class or dispute the Workweeks;

v. The Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class, approved this Stipulation; and

vi. The later of: (1) if no objections are raised the date the Court signs the Order Granding Final Approval and Judgment; (2) if there is an objection, 65 days from the date the Court signs the Order Granting Final Approval and Judgment; or (3) if an appeal is timely filed with respect to the Judgment, the date such an appeal is dismissed or the Judgment is affirmed, and the Judgment is not subject to further judicial review or reconsideration by any court.

f. Effective Date: No money will be distributed unless and until the Effective Date occurs (defined above). Defendant shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

If the Court fails to approve the Settlement, or if any appellate court fails to approve the Settlement, resulting in a failure to reach the Effective Date:

i. The Stipulation shall have no force and effect, and no Party shall be bound by any of its terms;

ii. Defendant shall have no obligation to make any payments to the Class Members, Class Counsel, or the Claims Administrator;

iii. Any preliminary approval order, final approval order, and judgment, shall be vacated;

iv. The Stipulation and all negotiations, statements, and proceedings, and data relating thereto, shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Litigation prior to the Settlement; and

v. Other than this Stipulation, which shall be a matter of public record, or any attachments or exhibits thereof, no ancillary documents, actions, statements, or filings in furtherance of the settlement, including those exchanged and/or submitted in connection with the August 15, 2023 mediation or subsequent settlement discussions, shall be admissible or offered into evidence in the Litigation or any other action or proceeding for any purpose whatsoever, pursuant to California Evidence Code sections 1152 and 1154.

IV. CLAIMS PROCEDURE

a. Claims Administrator: The Claims Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement. The Claims Administrator's duties shall include, without limitation, providing English and Spanish language versions of the Class Notices mailing the Class Notices, performing necessary skip traces on Class Notices returned as undeliverable, reviewing opt out requests from Settlement Class Members, reviewing disputes regarding Workweeks, receiving and emailing objections, verifying that Social Security numbers included on opt-out forms match Social Security numbers provided by Defendant to the Claims Administrator, calculating and processing payments for all Settlement Class Members, re-mailing Class Notices which are returned as undeliverable, providing Class Counsel and Defense Counsel with the reports as requested and as set forth in this Settlement Agreement, preparing declarations regarding its duties for preliminary or final approval, preparing and mailing of all Settlement Class Members' settlement checks and calculating Defendant's tax obligations in connection with the Settlement Payments to Settlement Class Members.

b. Escalation Clause. The total number of workweeks worked by Settlement Class Members until September 26, 2025 has been represented to be 18,548 workweeks. In the event the total Class Workweeks set forth in the Class Workweek Estimate is incorrect by more than 10%, the Parties agree that the Gross Settlement Amount shall be increased proportionately by the same percentage above 10%. For example, if the total Class Workweeks is in fact 11% higher than the Class Workweek Estimate, the Gross Settlement Amount will be increased by 1%. Alternatively, Defendant shall have the option to shorten the class period end date to a date on which the Escalator Clause is not triggered, at its option.

c. Costs of Claims Administrator: The Claims Administrator has quoted an estimated fee of $6,750.00. Plaintiff and Defendant will allocate an amount, not to exceed, $10,000, to be paid from the GFV. If the Claims Administrator is able to complete its work for less than $10,000, the balance will be applied to the NFV.

d. Class Data List: Following the Preliminary Approval of the Settlement, Defendant will have fifteen (15) calendar days to provide the Claims Administrator with the Class Data List, in the form of a Microsoft Excel spreadsheet. Based on the Class Data List, the Claims Administrator will calculate the total number of Workweeks for the Settlement Class Members. This will result in an aggregate amount of Workweeks, as well as an individual amount of Workweeks for each of the Settlement Class Members. In order to determine the amount of payment for each Workweek, the NFV shall be divided by the total aggregate Workweeks of the Class Members for each Settlement Class Member, and divided based on the number of Workweeks for the individual Settlement Class Member.

e. Calculation of Class Members' Payments: In consideration for settlement and a release of all Released Claims against Defendant and the Releasees, all Settlement Class Members shall receive a proportionate share of the NFV. The determination of each Settlement Class Member's proportionate share of the NFV will be based on the total Workweeks, the number of weeks worked by each Settlement Class Member, and the number of Settlement Class Members.

f. Calculation of PAGA Settlement Group Payments: In consideration for settlement and a release of all Released Claims against Defendant and the Releasees, all members of the PAGA Settlement Group shall receive a proportionate share of the PAGA Settlement Amount. The determination of each PAGA Settlement Group member's proportionate share of the PAGA Settlement Amount will be based on the total Workweeks, the number of weeks worked by each that individual, and the number of individuals in PAGA Settlement Group.

g. No PAGA Opt-Out: Individuals in the PAGA Settlement Group will not have the option to opt-out of the PAGA Settlement Group.

h. Disputes Regarding Individual Settlement Payments: Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the number of

Workweeks, as stated on their Class Notice, to provide documentation and/or an explanation to show contrary information. Each Class Member shall have until the Response Deadline to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. Any dispute must be postmarked before then. If disputes are not submitted in a timely manner, Settlement Class Members will be paid based on Defendant's records. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any individual Settlement Payments under the terms of this Agreement. The Claims 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, so long as it is consistent with the data.

i. Tax Treatment of Each Class Member's Portion of NFV: The individual Settlement Payment to each Settlement Class Member will be one-third (1/3) wages and two-thirds (2/3) penalties and interest. 100% of the PAGA Settlement Amount paid to the PAGA Settlement Group will be treated as penalties. This allocation shall not apply to the Service Award to Plaintiff because no part of such Service Award will be wages. The payroll deductions for the wage portion of the individual Settlement Payments will be calculated by the Claims Administrator, subtracted from the Settlement Payments, and paid to the appropriate government agencies by the Claims Administrator. Defendant shall be responsible for the employer's share of the government payroll obligations, which shall be calculated by the Claims Administrator. The Claims Administrator will calculate the amount owed by Defendant, which will be paid to the Claims Administrator by Defendant at the time that it funds the remaining portions of the Settlement. The Claims Administrator will then prepare a Form W-2 and Form 1099 for each Settlement Class Member, reflecting each Settlement Class Member's non-wage income and wage income. The Claims Administrator will be responsible for preparing these forms correctly. The Claims Administrator shall also be responsible for submitting Defendant's share of the government payroll obligations to the appropriate government agencies on behalf of Defendant.

j. Tax Treatment of Plaintiff's Service Award: Plaintiff will receive an IRS Form 1099 for her portion of the Service Award, and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

k. Taxes and Withholdings: The Claims Administrator shall be responsible for calculating and withholding all required state and federal taxes on behalf of both Settlement Class Members and Defendant, and for communicating this information to the Parties in a report in which the names of the Settlement Class Members will be coded. For each Settlement Class Member, the report shall state the number of Workweeks, the gross award, the Settlement Class Member's share of taxes withheld, the net award and the amount of Defendant's related payroll burden to be paid to government entities. The Claims Administrator will not disclose to Class Counsel any home address, telephone or other personal information of any Settlement Class Member unless so ordered by the Court. Proof of payment will be filed with the Court and provided to the Parties' counsel.

l. Reporting to Parties: After the Class Notices are mailed to Settlement Class Members, the Claims Administrator shall provide a weekly report to Class Counsel and Defense Counsel setting forth the number of opt-outs, objections, or disputes regarding Workweeks received.

m. Dispute of Final Report: After the Claims Administrator provides the final report of all valid opt out individuals, counsel for the Parties shall have five (5) days after the Claims Administrator issues its report to review and make any objections to the report from the Claims Administrator. Any dispute with regard to the calculation of award checks will be decided by the Court.

n. Disputes Regarding Administration of Settlement: Any disputes not resolved by the Claims Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.Claims Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Covered Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff's Counsel is responsible for filing the Administrator's declaration(s) in Court.

V. NOTICE TO SETTLEMENT CLASS MEMBERS

a. Notice to Class Members: Within twenty-one (21) calendar days of the date of Preliminary Approval of the Settlement, the Claim Administrator shall mail, by U.S. First Class, to Class Members a Class Notice. Prior to mailing the Class Notice, the Claims Administrator shall verify and update the address of the Class Members on the National Change of Address database. The Class Notice will list the individual Settlement Class Member's total number of Workweeks and will be provided to Class Members in both English and Spanish.

b. Opt-Out Procedure for Settlement Class:[1] The Class Notice sent to all Settlement Class Members will include the right of each individual Settlement Class Member to opt out of the proposed Settlement. Any Settlement Class Member who wishes to opt out of the Settlement must complete and submit a written statement requesting exclusion from the Settlement within thirty (30) calendar days of the mailing of the Class Notice ("Response Deadline"). Such written request for exclusion must contain the full name, current home (or mailing) address, and last four digits of the Social Security number of the person requesting exclusion, and it must include the statement, or words that are sufficiently similar to the following: "I wish to be excluded from the Settlement of the case entitled *Heidy Martija. v. Clover Environmental Solutions, et al. (Case No.: 37-2023-000055158)*. The written request must be signed by the person requesting exclusion and must be returned by mail to the Claims Administrator at the specified address set forth on the Class Notice, and must be postmarked on or before the deadline to opt out. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has

[1] This opt-out procedure does not apply to the PAGA Settlement Group.

been timely submitted. In the event of any dispute concerning whether a Class Member has timely and properly opted out of the Settlement, counsel for the Parties shall meet and confer in good faith to resolve such dispute. Opting-out of the Settlement waives the right to object to the Settlement. To the extent that a Settlement Class Member submits both an opt-out request and an objection, the opt-out request will be accepted and the objection will be deemed invalid.

c. Settlement Class Members shall also be informed of their right to object to the Settlement. Any such objection must be signed and must include: (i) the Class Member's name, address, and telephone number; (ii) a statement of the objection(s), as well as specific reasons, if any, for the objections, and any supporting evidence the Class Member wishes to introduce; and (iii) the case name and number. Such written statement must be mailed to the Claims Administrator within forty-five (45) calendar days following the initial mailing of the Class Notice by the Claims Administrator. The Claims Administrator shall email Class Counsel and defense counsel a copy of any objection received forthwith. Class Counsel shall lodge a copy of the objection with the Court. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. Class Members also have the option to appear at the final approval hearing and present their objection to the court with the assistance of counsel at their own expense.

d. <u>Returned Mail</u>: If the Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Claims Administrator will promptly resend the Class Notice to that forwarding address along with a brief letter stating that the Settlement Class Member has fifteen days from the date of the re-mailed to opt-out, object or dispute Workweeks. If an original mailing is returned as undeliverable without a forwarding address, the Claims Administrator will perform one skip trace only through a database similar to Accurint, and if it obtains a more recent address, will resend the Class Notice along with a brief letter stating that the Settlement Class Member has until the original deadline set forth on the Class Notice or fifteen (15) calendar days after the re-mailing of the Class Notice (whichever is later) to opt out, object or dispute Workweeks. For any re-mailing, the Claims Administrator shall do one of two things: (1) specify in the re-mailing that the last day to opt out, object or dispute Workweeks is the latter of the 45 days after the original mailing or 15 days after the re-mailing and provide such dates in the Class Notice so that the Class Member is able to calculate the deadline; or (2) calculate and identify the deadline for each and every re-mailing.

e. Requests for Exclusion (Opt-outs) and Exclusion List. The Claims Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiff's Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

g. Uncashed Checks: Individual settlement checks paid to Participating Class Members and PAGA Group Members will be valid for 180 days. Participating Class Members and PAGA Group Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Settlement Administrator will send the amount represented by the check to the California State Controller Unclaimed Property, with the identity of the Participating Class Member and PAGA Group Member to whom the funds belong, to be held for the Participating Class Member and PAGA Group Member per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed Property will remain the Participating Class Member and PAGA Group Member's property. This will allow Participating Class Member and PAGA Group Member who did not cash their checks to collect their Individual Settlement Amounts at any time in the future.

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Los Angeles

The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee's property.

VI. <u>FUNDING AND PAYMENT OF SETTLEMENT</u>

a. <u>Funding of Settlement</u>: Within ten (10) calendar days of the Effective Date, Defendant will deposit the Gross Fund Value and employer's share of payroll taxes into a qualified settlement account maintained by the Claims Administrator.

b. <u>Payment Procedure</u>: Within three (3) calendar days after Defendant's deposit of funds with the Claims Administrator, the Claims Administrator will pay all claims and Court-approved attorneys' fees and costs, Claims Administrator fees and the Service Award to Plaintiff.

VII. <u>RELEASE BY THE CLASS MEMBERS</u>

a. <u>Settlement Class Member Release</u>. Upon final approval by the Court and Defendant funding the Gross Fund Value and employer's share of payroll taxes, the Settlement Class, and each Class Member who has not submitted a timely and valid written request to opt out of the Settlement shall have released Defendant, and each of the Releasees all California wage and hour claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, damages, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff's operative complaint ("Complaint") or that relate to or could have been pled in the Complaint based on the factual allegations pled in the Complaint, including all claims for allegedly unpaid minimum and overtime wages, failure to pay reporting time wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage statements, and failure to pay all wages owed upon termination under the California Labor Code, or applicable wage order(s), unfair competition claims under California Business & Professions Code §17200, *et seq.* based on the labor code violations alleged, and any penalties, restitution and other equitable relief, liquidated damages, disgorgement, interest or attorneys' fees that occurred during the period of Class Period ("Released Claims").

b. Release of Claims by PAGA Settlement Group Members: Upon final approval by the Court and Defendant funding the Gross Fund Value and employer's share of payroll taxes, all members of the PAGA Settlement Group will be deemed to fully, finally and forever release Released Parties from all claims for civil penalties under PAGA based on the labor code violations alleged in

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the operative Complaint and Plaintiff notice sent to the LWDA, including attorneys' fees and costs related thereto, regardless of whether PAGA Group Members opt out from the Settlement Agreement.

c. Plaintiff's General Release of Claims. Plaintiff will sign a general release of claims to be separately negotiated, including a waiver of rights under California Civil Code Section 1542. Plaintiff further waives her right to opt out from, object to or challenge the Class Settlement, the Settlement Class, or any of the matters contained in this Agreement. The consideration for this Agreement will be Plaintiff's receipt of the Class Settlement Payment.

d. The Parties intend that the judgment pursuant to California Rule of Court 3.769(h) entered by the Court shall be final and binding upon all Settlement Class Members (including Plaintiff). The Claims Administrator shall post a copy of the Judgment on its website for a period of thirty days in compliance with California Rules of Court 3.771(b).

VIII. CERTIFICATION OF CLASS FOR PURPOSES OF SETTLEMENT ONLY

a. No Admission of Liability. These stipulations are made solely for purposes of the Settlement, and if this case were to be further litigated, the parties reserve their rights to contend that a different scope and nature of class certification – including none at all – would be appropriate. These stipulations are in no way an admission that class certification is proper under standards otherwise applicable to class certification not involving a settlement class; thus, this Settlement will not be admissible in this or any other action or proceeding as evidence (i) that the Proposed Classes or any other class should be certified or (ii) that Defendant is liable to Plaintiff, the Proposed Class Members, or any other class.

b. Defendant's Right to Withdraw. Notwithstanding any other provision in this Stipulation, Defendant retains the right, in the exercise of its sole discretion, to elect to withdraw within seven (7) calendar days after the Response Deadline, if ten percent (10%) or more of Settlement Class Members opt out of this settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw,

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Defendant must notify Plaintiff's Counsel and the Court of its election to withdraw not later than 7 days after the Response Deadline.

c. No Solicitation. Counsel for the Settlement Class Members and Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event, Defendant decides to nullify the settlement, Defendant will be solely responsible for any costs incurred by the Claim Administrator.

d. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspect of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

e. If, after a notice of appeal or a petition for writ of certiorari, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there is a material modification to the Settlement, and that Court's decision is not completely reversed and the Final Approval Order is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Final Approval Order becomes Final. The Court's vacation, reversal, or modification of the Class Counsel Attorneys' Fees and Costs or modification of Plaintiff's Service Award will not constitute a vacation, reversal, or material modification of the Final Approval Order within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement remains limited to the Gross Fund Value. In the event a party exercises the right to void the Settlement under this section, that party shall be solely responsible for any fees and costs incurred by the Claims Administrator.

IX. CONFIDENTIALITY OF SETTLEMENT

a. Plaintiff and Class Counsel will not engage in any type of publicity related to this Litigation or Settlement, including but not limited to posting the fact of this Litigation or Settlement on any website, issuing any type of press release regarding this Litigation or Settlement, initiating any media coverage (digital, radio, satellite, print, recorded, social media, including Facebook, Twitter, Instagram, Myspace, Vine, TikTok, Snapchat, etc.) or responding to any request for comment about the Litigation or Settlement, or responding to any press inquiries regarding this Litigation or Settlement. Class Counsel further agrees that to the extent previous websites or publications of any kind were created to notify putative class members of this Litigation, such websites will be immediately removed.

b. All materials provided to Plaintiff and Class Counsel in the course of the litigation remains confidential and produced only for the purpose of effectuating this settlement. Plaintiff's counsel agrees not to use said materials for any other purpose.

X. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

a. Plaintiff shall, promptly prepare and file with the Court a motion for preliminary approval and determination by the Court as to the fairness, adequacy, and reasonableness of this Settlement. The motion for preliminary approval shall request entry of a preliminary order which would accomplish the following:

i. Schedule a fairness hearing on the question of whether the proposed Settlement, including payment of Attorneys' Fees and Costs and the Plaintiff's Service Award, should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members;

ii. Certify a Settlement Class;

iii. Certify this action under California Code of Civil Procedure §382 as a class action for purposes of settlement;

iv. Approve as to form and content the proposed Class Notice;

v. Direct the mailing of the Class Notice by first class mail to the Settlement Class Members;

vi. Preliminarily approve the Settlement subject only to the objections of Settlement Class Members and final review by the Court;

vii. Preliminarily approve the Claims Administrator and approve payment of the charges of the Claims Administrator Fees pursuant to the terms of this Stipulation;

viii. Preliminarily approve Class Counsel's request for Attorneys' Fees and Attorneys' Costs subject to final review of the Court; and

ix. Preliminarily approve the LWDA payment, and

x. Preliminarily approve Class Counsel's request for Plaintiff's Service Award.

XI. DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

a. Plaintiff shall submit a motion for final approval.

b. Following final approval of the Settlement provided for in this Stipulation, Class Counsel will submit a proposed final order and Judgment:

i. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

ii. Approving Class Counsel's application for an award of Attorneys' Fees and reimbursement of Attorneys' Costs;

iii. Approving Plaintiff's Service Award;

iv. Approving the LWDA Payment;

v. Releasing the Released Claims against Defendant and the Releasees during the Class Period on behalf of Settlement Class Members; and

vi. Entering Final Judgment consistent with California Rule of Court 3.769(h).

c. Notice to LWDA: Following final approval of the Settlement provided for in this Stipulation, Class Counsel will provide notice to the LWDA of this settlement in accordance with Labor Code § 2699(l)(2)

d. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court

e. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

f. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

g. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

h. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

i. Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

XII. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Stipulation and bind the Parties to the terms and conditions of the Settlement.

XIII. MUTUAL FULL COOPERATION

The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation. The Parties to this Stipulation shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation.

XIV. STAY ON PROCEEDINGS

The Parties shall request the Court, in its motion for preliminary approval of the Settlement, to enjoin Class Members from initiating or prosecuting any proceeding on any claim to be released pursuant to this Stipulation unless and until the Class Member opts out of the class.

XV. NO PRIOR ASSIGNMENTS

The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, or transfer to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

XVI. NO TAX ADVICE.

Neither the Parties, Plaintiff's Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

XVII. NO ADMISSIONS

Nothing contained herein, nor the consummation of this Stipulation, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant specifically denies any liability. Each of the Parties hereto have entered into this

Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

XVIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Stipulation are the result of lengthy, intensive arms-length negotiations between the Parties and were arrived at after a mediation session. The Parties further agree that this Stipulation shall not be construed in favor of or against any Party by reason of the extent to which any Party or he, or his counsel, participated in the drafting of this Stipulation.

XIX. 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 Stipulation or any provision hereof. Each term of this Stipulation is contractual and not merely a recital.

XX. MODIFICATION

This Stipulation and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiff's Counsel and Defense Counsel, as their legal representatives.

XXI. INTEGRATION CLAUSE

This Stipulation contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

XXII. BINDING ON ASSIGNS

This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIII. CLASS COUNSEL SIGNATORIES

It is agreed, that because of the large number of Settlement Class Members, it is impossible or impractical to have each Settlement Class Member execute this Stipulation. The Class Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Stipulation were executed by each member of the Settlement Class.

XXIV. COUNTERPARTS

This Stipulation may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation, which shall be binding upon and effective as to all Parties.

XXV. CONTINUED JURISDICTION:

After entry of the judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as may be appropriate under court rules or as set forth in this Settlement.

XXVI. NOTICES

Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States Postal Service registered or certified mail, return receipt requested, addressed as follows:

To the SETTLEMENT CLASS:

Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
FERRARO VEGA EMPLOYMENT LAWYERS, INC.
3333 Camino del Rio South, Ste. 300
San Diego, California 92108
Tel: 619-693-7727
nick@ferrarovega.com
lauren@ferrarovega.com

To DEFENDANT:

MARIA C. RODRIGUEZ (SBN 194201)
mcrodriguez@mwe.com
ALEXANDER RANDOLPH (SBN 334758)
arandolph@mwe.com
MCDERMOTT WILL & SCHULTE LLP
2049 Century Park East, Suite 3800
Los Angeles, California 90067-3218
Telephone: (310) 277-4110
Facsimile: (310) 277-4730

[Signature Page Follows]

Date: 8 abr 2026

PLAINTIFF HEIDI MARTIJA

Heidy martija

Date: ____________________

DEFENDANT CLOVER ENVIRONMENTAL SOLUTIONS, LLC

____

By: ____________________________________

Date: Apr 8, 2026

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

Nicholas J. Ferraro

Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
Attorneys for Plaintiff Heidi Martija

MCDERMOTT WILL & SCHULTE LLP

Date: ____________________

____

Maria Rodriguez
Alex Randolph
Attorneys for Defendant Clover Environmental Solutions, LLC

Date: ____________________

PLAINTIFF HEIDI MARTIJA

____

Date: April 8, 2026

DEFENDANT CLOVER ENVIRONMENTAL SOLUTIONS, LLC

Signed by:
Brent Sallee
755E813B995B4A8...

By: Brent Sallee

Date: ____________________

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

____

Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
Attorneys for Plaintiff Heidi Martija

MCDERMOTT WILL & SCHULTE LLP

Date: April 8, 2026

____

Maria Rodriguez
Alex Randolph
Attorneys for Defendant Clover Environmental Solutions, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

A settlement (the "Settlement") has been reached in the class action lawsuit entitled *Heidy Martija. v. Clover Environmental Solutions, et al. (Case No.: 37-2023-000055158),* in San Diego Superior Court (the "Court") (the "Litigation"). Please read this Notice carefully because your rights will be affected by this Settlement.

All current and former hourly non-exempt employees employed by Defendant Clover Environmental Solutions LLC ("Defendant") in California between December 20, 2019, to the time of certification ("Class Members"), will automatically receive a portion of the Settlement unless they request to be excluded from the Settlement.

A. PURPOSE OF THIS NOTICE

The Court has certified, for settlement purposes only, the following class (the "Class") of:

> "all current and former hourly non-exempt employees employed by Defendant between December 20, 2019, to the time of certification."

According to Defendant's records, you are a Class Member. The purpose of this Notice is to inform you of the proposed Settlement and to explain your rights and options with respect to the Litigation and Settlement.

B. DESCRIPTION OF THE LITIGATION

On or about December 20, 2023, Plaintiff Heidi Martija ("Plaintiff") filed in the Superior Court of California, County of San Diego, a complaint for damages entitled Heidy Martija. v. Clover Environmental Solutions, et al. (Case No.: 37-2023-000055158), and on February 22, 2024, Plaintiff filed a First Amended Complaint ("FAC") adding a cause of action for civil penalties under Labor Code Section 2698 et seq. The Litigation alleges California Labor Code violations stemming from Defendant's alleged (1) minimum wage violations; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) paid sick leave violations; (6) untimely payment of wages; (7) wage statement violations; (8) waiting time penalties; and (9) unfair competition. The Litigation also seeks to recover unpaid wages, liquidated damages, restitution, pre-judgment interest, attorneys' fees, and costs of litigation, as well as various penalties on behalf of Plaintiff and others similarly situated, including civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA").

Defendant denies all of Plaintiff's claims, denies that Plaintiff and putative class members are entitled to any damages, and alleges that it did not violate any laws because Defendant provided Plaintiff and putative Class Members with all required meal and rest breaks, paid all wages (including minimum wage, sick pay, and overtime), timely paid all wages to separating employees, and issued accurate wage statements. Defendant also asserts that the Litigation is not suitable for class action treatment.

Plaintiff and Defendant have reached a proposed Settlement that is the result of a series of arms-length negotiations. Both sides agree that, in light of the risks and expenses associated with continued litigation, that the Settlement is fair and appropriate under the circumstances. Please be advised that the Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

The attorneys for the Plaintiff and Putative Class in the Litigation ("Class Counsel") are:

Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
FERRARO VEGA EMPLOYMENT LAWYERS, INC.
3333 Camino del Rio South, Ste. 300
San Diego, California 92108
Tel: 619-693-7727

The attorneys for Defendant are:

Maria Rodriguez
Alexander Randolph
MCDERMOTT WILL & SCHULTE LLP
2049 Century Park East, Suite 3200
Los Angeles, CA 90067-3206
Telephone: (310) 277-4110

On [Date], the Court granted preliminary approval of the Settlement. The Court will decide whether to grant final approval of the Settlement at a hearing scheduled for [Date]. See Section H below for details.

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

Subject to Court approval, the essential terms of the Settlement are as follows:

- Defendant will pay a maximum sum of Three Hundred Forty Five Thousand Dollars ($345,000.00), which is referred to as a Gross Fund Value ("GFV"). The payment of the GFV will settle all pending issues and related issues that could have been raised based on the facts of the Litigation between the Class Members and the Releasees (which is Defendant and each of its present and former affiliates, members, parent companies, subsidiaries, shareholders, officers, partners, directors, members, servants, employees, agents, attorneys, insurers, predecessors, principals, representatives, accountants, past, present, and future, successors and assigns, and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys). The Settlement includes, but not limited to, all payments to Plaintiff and Class Members, payment to the Labor Workforce Development Agency ("LWDA Payment"), Third Party Administrator fees, attorneys' fees and costs, and Class Representative Service Award. The "Net Fund Value" ("NFV") means the GFV minus the fees to the Third Party Administrator, Attorneys' Fees and Costs, LWDA Payment, and Service Award.

- Class Members will automatically receive a settlement payment unless they request to be excluded from the Settlement pursuant to Section E below.

- The amount of your settlement payment, as well as the number of workweeks used to calculate your settlement payment, are printed on this Notice below – see Section D. The period used for calculating each Class members' settlement payment is December 20, 2019, to the time of certification ("Class Period").

- The settlement payment to each Class Member will be allocated as one-third wages and two-thirds penalties and interest. This means that Class Members will receive a W-2 Form for one-third of the settlement payment classified as "wages," and a 1099 Form for the balance.

- Class Counsel will ask the Court to award attorneys' fees not to exceed One Hundred Thirteen Thousand Eight Hundred Fifty Dollars and Zero Cents ($114,988.50 (33.33% of $345,000)) and actual litigation costs not to exceed Twenty Five Thousand Dollars ($25,000). Class Counsel will ask the Court to approve a Class Representative Service Award to Plaintiff for ten Thousand Dollars ($10,000) in return for her service in representing the Class, and a payment to the Third Party Administrator for up to ($10,000) as payment for their fee in in administering the Settlement.

- After the Court grants final approval of the Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion will release, to the extent permitted by law, Clove and the Releasees from all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or accrued for, or which arise from the facts, allegations or claims asserted in the Litigation, including but not limited to claims for alleged wage and hour violations or unfair competition under local ordinance, California state or federal law, including but not limited to any claims related to unpaid overtime, minimum wage, wages, off-the-clock work, meal periods, rest periods, restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, any and all other penalties related thereto, and any other benefit claimed on account of the allegations asserted in the Litigation, including claims under California Labor Code Sections 201, 202, 203, 204, 210, 218, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, 1199, 1174, 2698 et seq., California Business & Professions Code § 17200*, et seq*., and all applicable IWC wage orders, arising between January 9, 2016 and through the date that the Court issues an order granting preliminary approval of the class action settlement (the "Released Claims").

D. <u>TO RECEIVE A SETTLEMENT PAYMENT</u>

You have been identified as a Class Member. You will automatically receive a payment under the Settlement unless you request to be excluded from the Settlement, pursuant to Section E below.

The amount of your estimated net settlement payment is: [insert approximate payment]. This is based on your number of workweeks during the period of [CLASS PERIOD DATES], which is/are calculated to be: [insert no. of workweeks].

If you disagree with Defendant's records regarding the number of workweeks that you worked for Defendant (and for which you are entitled to a settlement payment), you may provide records and/or an explanation to supporting your claim to compensation for a different number of workweeks to the Claims Administrator for review, at the following address:

[COMPANY] Claims Administrator
____
____
Telephone: ___________

Any dispute over the workweeks must be postmarked within thirty (30) days of the Claims Administrator's mailing of this Class Notice. If disputes are not timely submitted, will be paid your portion of the Settlement based on Defendant's records. If you timely dispute the number of workweeks for which you are receiving a settlement payment by submitting records and/or an explanation, the Claims Administrator will consult with Class Counsel and Defense Counsel to determine whether an adjustment is warranted. The Claims Administrator will determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of the Settlement. The Claims Administrator's determinations will be binding upon the Settlement Class Member and the Parties.

E. <u>HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT</u>

If you do not want to participate in the Settlement, you must submit a written statement requesting to be excluded from the Settlement ("Request for Exclusion"). The Request for Exclusion must contain your full name, current home (or mailing) address, and last four digits of your Social Security number, and the statement "I wish to be excluded from the Settlement of the case entitled *Heidy Martija. v. Clover Environmental Solutions, et al.* (Case No.: 37-2023-000055158)." All information must be legible. You must sign the Request for Exclusion and return it by mail to the Claims Administrator at the address listed below. In order to be valid, the Request for Exclusion must be postmarked no later than **[Insert Date] –** 50 days from the date this Notice was mailed**]** and mailed to the Claims Administrator at the following address:

[COMPANY] Claims Administrator
____
____
Telephone: ___________

If you are excluded from the Settlement, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain any legal rights you may have against Defendant and the Releasees.

F. TO OBJECT TO THE CLASS SETTLEMENT

If you believe the proposed class Settlement is unfair or inadequate in any respect, you may object to the Settlement, either personally or through an attorney, by filing a written objection with the Court and mailing a copy of your written objection to Class Counsel, Counsel for Defendant, and the Claims Administrator at their respective addresses listed above. You do not have the ability to opt out of the PAGA portion of the settlement agreement.

All objections must be signed and must set forth your address, telephone number, and the name of the Litigation (*Heidy Martija. v. Clover Environmental Solutions, et al.* (Case No.: 37-2023-000055158)). All objections must be filed with the Court, and postmarked to Class Counsel, Defense Counsel and the Claims Administrator, no later than **[Insert Date – 50 days from the date this Notice was mailed]**. You may also choose to appear, either personally or through an attorney, at your own expense, at the final approval hearing, discussed below in Section H, to voice your objection to the Court. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing.

Any member of the Class who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the service award to Plaintiff, the claims process, and any and all other aspects of the Settlement. If the Settlement is not approved by the Court, the Litigation will continue with a contested class certification motion, and possibly trial or other judicial resolution.

G. IF YOU DO NOTHING

If you do nothing in response to this Notice, you will receive a payment under the Settlement, and you will be deemed to have released all of the Released Claims against Defendant and the Releasees.

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

On **[Insert Date]** at **[Insert Time]** in Department C-70 of the Court, located at 330 West Broadway, San Diego, CA 92101, the Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, the PAGA allocation and LWDA Payment, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the service awards to Plaintiff, as well as all other terms and conditions of the proposed Settlement. The Final Approval Hearing may be continued or relocated without further notice.

I. ADDITIONAL INFORMATION

This Notice only summarizes the Litigation, the Settlement, and related matters. For more information, you may review the Court's files at the Archives and Records Center of the San Diego Superior Court located at 330 West Broadway, San Diego, CA 92101, from 8:30 a.m. to 4:30 p.m. Monday through Friday, except court holidays. You can also review the court file online at the court's website. Any questions regarding this Notice should be addressed to the Claims Administrator at the above address and/or telephone number. If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Claims Administrator.