PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff David Gomez ("Plaintiff") and Defendant Straub Distributing Company, LTD ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *David Gomez v. Straub Distributing Company, LTD, et al.* initiated on January 26, 2024 and pending in Superior Court of the State of California, County of Orange, Case No. 30-2024-01376270-CU-OE-CXC.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees.

1.4. "Aggrieved Employees" means all hourly non-exempt Drivers who were or are employed by Defendant during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employees' identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods and/or hire and termination dates.

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

1.7. "Court" means the Superior Court of California, County of Orange.

1.8. "Defense Counsel" means Fisher & Phillips LLP.

1.9. "Effective Date" means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means $100,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below.

The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Representative Enhancement" means a representative enhancement award to plaintiff in the amount of $2,500.00 from the GSA.

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

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

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Representative Enhancement. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA Counsel" means Lidman Law, the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from January 26, 2023 through April 4, 2026.

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

1.22. "PAGA Notice" means Plaintiff's January 26, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) as well as Plaintiff's March 9, 2026 amended letter to the LWDA.

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. “Plaintiff” means David Gomez, the named plaintiff in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. “Released Parties” means: Defendant, and all of its and their subsidiaries, affiliates, shareholders, owners, members, agents, attorneys, officers, employees, predecessors, successors and assigns.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29. “Defendant” means named Defendant Straub Distributing Company, LTD.

2. RECITALS.

2.1. On January 26, 2024, Plaintiff submitted a Private Attorney General Act (“PAGA”) notice to the Labor Workforce Development Agency (“LWDA”) on behalf of himself and all aggrieved non-exempt drivers of Defendant in California (the “PAGA Notice”). Plaintiff’s PAGA Notice alleged a single violation of Labor Code section 226.

2.2. On January 26, 2024, Plaintiff filed his class action lawsuit in Orange County Superior Court, case no. 30-2024-01376270-CU-OE-CXC (the “Action”). On April 2, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties pursuant to PAGA.

2.3. On April 26, 2024, pursuant to stipulation of the Parties, the Court entered an order sending Plaintiff’s individual claims, including his individual PAGA claim, to arbitration and staying the representative PAGA claim pending arbitration. That matter is entitled Gomez, David vs Straub Distributing Company, LTD, JAMS Case No. 5200001695.

2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.5. On November 12, 2024, the Parties participated in an all-day mediation presided over by experienced PAGA mediator, Steve Pearl. The Parties were unable to reach a resolution at mediation and continued arbitrating Plaintiff's claims. The Parties conducted significant formal discovery, including depositions. In the arbitration proceeding, Defendant filed a motion for summary judgment, or in the alternative, summary adjudication which was fully briefed. Through the mediator, the Parties continued settlement negotiations after Defendant filed its motion for summary judgment which ultimately led to the instant settlement.

2.6. Prior to mediation and during the settlement negotiations that followed in late 2025 and early 2026, Plaintiff obtained, through discovery and informal production, statistical data, including records of Defendant's employees which consisted of wage statements, the number of pay periods in the PAGA Period, and the total number of aggrieved employees.

2.7. On or about March 5, 2026, the parties executed an Memorandum of Understanding setting for the preliminary terms of a negotiated resolution of the PAGA claims.

2.8. On March 9, 2026, pursuant to this settlement, Plaintiff issued an amended PAGA notice to the LWDA for the purposes of effectuating settlement only (the "Amended PAGA Notice"). In addition to the pending wage statement claims, the Amended PAGA Notice alleged Labor Code violations encompassing potential claims for minimum wage, overtime, regular rate of pay, sick time pay, and waiting time penalties.

2.9. As part of the settlement, Plaintiff agrees to file a First Amended Complaint that alleges violations of each Released PAGA Claim during the PAGA Period and Defendant agrees to stipulate to the filing of said First Amended Complaint cover claims alleged in the original and amended PAGA notices. If the Settlement is not approved by the Court in any manner, the parties will revert to their original positions as if no settlement had been reached in the original complaint will be the operative complaint in this matter. As this event will occur automatically, Defendant will not have to file a motion to strike or any other motions to withdraw or eliminate the above-reference claims added to the Action through the First Amended Complaint.

2.10. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Defendant promises to pay $100,000.00 and no more as the Gross Settlement Amount on the prescribed payment plan as set forth in Paragraph 4.3.

Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be $33,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $17,500.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. Plaintiff's Enhancement Award: Plaintiff will request an enhancement award of $2,500.00 in exchange for his time and work as the PAGA representative in the Action subject to the Court's approval. To the extent the Court approves payment less than $2,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least $43,000.00 to be paid from the Gross Settlement Amount, with 75% ($32,250.00) allocated to the LWDA PAGA Payment and 25% ($10,750.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of at least ($10,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 149 Aggrieved Employees who worked a total of approximately 8,714 PAGA Pay Periods during the period from January 26, 2023 through December 15, 2025.

4.2. Aggrieved Employee Data. Within 20 calendar days of the Court's Order approving the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount within 30 calendar days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant's funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of

Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiff's employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice ("Plaintiff' Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the

Release Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees. As of the Effective Date and the date on which Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and the Released Parties from all claims for civil penalties pursuant to PAGA including failure to pay minimum wages, failure to pay overtime wages, failure to pay sick time, failure to provide accurate wage statements, claims arising out of compliance associated with piece rate compensation plans, failure to timely pay wages during employment, and failure to timely pay wages upon separation of employment, that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice which arose during the PAGA period (January 26, 2023- April 4, 2026) including but not limited to the following Labor Code sections: 201-203, 204, 210, 226, 245, et seq., 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff' Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the

Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendant estimates that during the period from January 26, 2023 through December 15, 2025, there are 8,714 pay periods at issue. If the number of pay periods worked by Aggrieved Employees during the PAGA Period through December 15, 2025, increases by more than 10%, Defendant has the option – without needing approval from Plaintiff's Counsel, the Court, or any other entity/person – to either: (i) increase the GSA on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the GSA will increase by 1%) or (ii)

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shorten the release period to an earlier date at which only the represented number of pay periods plus 10% are covered by the PAGA Period. To the extent this provision is triggered because the number of pay periods worked by the Aggrieved Employees during the PAGA Period increases by more than 10%, Defendant will advise Plaintiff of its election by no later than five (5) court days before the hearing on Plaintiff's Motion for PAGA Approval..

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, 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.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint, PAGA Notice, and/or Amended PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 No Publicity. Plaintiff and PAGA Counsel agree that they have not and will not publish the settlement in any form of media, including, but not limited to all forms of social media, and that the settlement shall remain fully confidential until preliminary approval. In response to any inquiries Plaintiff will state that "the case was resolved, and it was resolved confidentially." PAGA Counsel shall not report the settlement in any medium or in any publication, including, but not limited to all forms of social media, shall not post or report anything regarding the claims of Plaintiff or the PAGA members or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, PAGA Counsel is authorized to make disclosures to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and neither Plaintiff nor PAGA Counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, PAGA Counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of PAGA Counsel's experience and/or adequacy to represent PAGA aggrieved employees or class members.

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.

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

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

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email.

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

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the

entire period of this settlement process.

David A Gomez (May 26, 2026 15:50:11 PDT)

Plaintiff David Gomez

Dated: 05/26/2026

_____________________________For
Defendant Straub Distributing Company, LTD

Dated: ________________

Lidman Law
Scott Lidman
Milan Moore
Counsel for Plaintiff,
David Gomez

Fisher & Phillips LLP
Todd B. Scherwin
Christopher Conti
Counsel for Defendant,
Straub Distributing Company, LTD

Dated: 5/26/26

Dated: ________________

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entire period of this settlement process.

Plaintiff David Gomez	For Defendant Straub Distributing Company, LTD
Dated:	Dated: 5-29-26

Lidman Law Scott Lidman Milan Moore Counsel for Plaintiff, David Gomez	Fisher & Phillips LLP Todd B. Scherwin Christopher Conti Counsel for Defendant, Straub Distributing Company, LTD
Dated:	Dated:

entire period of this settlement process.

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Plaintiff David Gomez

Dated: ________________

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____________________________For
Defendant Straub Distributing Company, LTD

Dated: ________________

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Lidman Law
Scott Lidman
Milan Moore
Counsel for Plaintiff,
David Gomez

Dated: ________________

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Fisher & Phillips LLP
Todd B. Scherwin
Christopher Conti
Counsel for Defendant,
Straub Distributing Company, LTD

Dated: ________________

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FP 63802944.1

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

David Gomez v. Straub Distributing Company, LTD
Orange County Superior Court Case No. 30-2024-01376270-CU-OE-CXC

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<<City>>, <<State>> <<Zip Code>>
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I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by David Gomez ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff sought to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the California Private Attorneys General Act (the "PAGA"). These civil penalties are based on Plaintiff's allegations that Straub Distributing Company, LTD ("Straub"): (1) failed to pay all overtime compensation earned; (2) failed to pay the statutory minimum wage for all hours worked; (3) failed to properly pay all legally required meal period premiums; (4) failed to properly pay all legally required rest period premiums; (5) failed to furnish accurate and compliant itemized wage statements; (6) failed to pay all final wages upon separation of employment; and (7) failed to properly pay all sick pay wages, and as a result is liable for civil penalties under the PAGA.

The Court has ***not*** made a determination about the merits of Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

Straub denies all of Plaintiff's claims and allegations. It maintains that it was in compliance with the California Labor Code at all times and entered into the Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: "all hourly non-exempt Drivers who were or are employed by Defendant Straub Distributing Company, LTD during the "PAGA Period." The PAGA Period is from January 26, 2023 through April 4, 2026.

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e*., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at **$[AMOUNT PAID TO THIS EMPLOYEE]**. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Straub has made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have released Straub and all of its and their subsidiaries, affiliates, shareholders, owners, members, agents, attorneys, officers, employees, predecessors, successors and assigns ("Released Parties") from all claims for civil penalties pursuant to PAGA including failure to pay minimum wages, failure to pay overtime wages, failure to pay sick time, failure to provide accurate wage statements, claims arising out of compliance associated with piece rate compensation plans, failure to timely pay wages during employment, and failure to timely pay wages upon separation of employment, that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice which arose during the PAGA period (January 26, 2023- April 4, 2026) including but not limited to the following Labor Code sections: 201-203, 204, 210, 226, 245, et seq., 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198 ("PAGA Released Claims"). The PAGA Released Claims herein does not release the Released Parties from any underlying Labor Code violations upon which Plaintiff's Cause of Action for PAGA is based.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by this Settlement, which means claims for civil penalties, but not claims for unpaid wages or statutory penalties recoverable under the Labor Code and/or Wage Orders for the violations alleged in this Lawsuit.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators at [**ADMINISTRATOR INFO**] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.