

SEYFARTH SHAW LLP
Geoffrey C. Westbook (SBN 281961)
gwestbrook@seyfarth.com
400 Capitol Mall, Suite 2350
Sacramento, California 95814-4420
Telephone: (916) 448-0159
Facsimile: (916) 558-4839

Francesca L. Hunter (SBN 327571)
fhunter@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant,
CUMMINS-ALLISON CORP.

[Additional Counsel on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE BRIONES, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CUMMINS-ALLISON CORP., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV28982

Hon. David S. Cunningham III, Dept. 11

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

Complaint Filed: November 28, 2023
FAC Filed: May 20, 2024

1 Thiago M. Coelho, SBN 324715
2 *thiago.coelho@wilshirelawfirm.com*
3 Lauren M. Lendzion, SBN 239184
4 *lauren.lendzion@wilshirelawfirm.com*
5 Jesenia A. Martinez, SBN 316969
6 *jesenia.martinez@wilshirelawfirm.com*
7 Jesse S. Chen, SBN 336294
8 *jesse.chen@wilshirelawfirm.com*

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

9 Attorneys for Plaintiff,
10 JOSE BRIONES and all others allegedly similarly situated
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Defendant Cummins-Allison Corp. (“Defendant”) and Plaintiff Jose Briones (“Plaintiff” and with Defendant, the “Parties”), as individuals and on behalf of the class, the State of California, and the allegedly aggrieved employees.

1. DEFINITIONS

For purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 “**Action**” means all complaints filed in *Jose Briones v. Cummins-Allison Corp., et al.*, Los Angeles Case No. 23STCV28982 (the “**Briones Class/PAGA Action**”).

1.2 “**Aggrieved Employees**” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

1.3 “**Agreement**” refers to this Class and Representative Action Settlement Agreement and Release entered into by Plaintiff and Defendant for the resolution of the Action.

1.4 “**Class Counsel**” refers to Thiago M. Coelho and Jesenia A. Martinez of Wilshire Law Firm, PLC.

1.5 “**Class Counsel Fees and Costs**” means payment to Class Counsel from the Gross Settlement Amount and approved by the State Court for recoverable attorneys’ fees and reimbursement of litigation costs and expenses related to the Action, which include reasonable fees, costs, expenses incurred to date, as well as all such reasonable fees, costs, and expenses incurred in documenting the Settlement, securing approval of the Settlement, and administering and obtaining a judgment and/or dismissal of the Action. Subject to the State Court’s approval, it is agreed by the Parties that the Class Counsel Fees are not to exceed one-third (1/3) of the Gross Settlement Amount of \$800,000 (or \$266,666.67), as supported by declaration and any additional documentation or information as required by the State Court. Defendant agrees not to contest the amount of Class Counsel Fees and Costs, provided that they are consistent with the terms of this Agreement. The Class Counsel Fees and Costs are not a material term of the Agreement. If the Court reduces the amount of Class Counsel Fees and Costs, all other terms of this Agreement shall remain in effect.

1.6 “**Class Members**” refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the Class Period.

1.7 “**Class Payment(s)**” means each Participating Class Member’s respective share of the Net Settlement Amount.

1.8 “**Class Period**” means the time period from June 3, 2019 through the earlier of either (i) the date of preliminary approval of the Agreement by the Court or (ii) sixty (60) days from the date of the Parties’ acceptance of the mediator’s proposal on May 28, 2025, *i.e.*, July 27, 2025. Plaintiff acknowledges that June 3, 2019 is the first date on which Plaintiff Jose Briones may assert any claim in the *Briones* Class Action under the applicable statute of limitations.

1.9 “**Court**” refers to the state court overseeing the Action.

1.10 “**Class List**” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within 45 calendar days after Preliminary Approval of this Settlement by the State Court. The Class List will be formatted in Microsoft Office Excel and will include each individual’s full name, last known mailing address and telephone number (if available), Social Security number, number of Workweeks, and all necessary information to prepare and calculate the Class Payments. For purposes of this Agreement, the Class List in Defendant’s records shall be considered the official information to be used for this Settlement.

1.11 “**Defense Counsel**” refers to Geoffrey C. Westbrook and Francesca L. Hunter of Seyfarth Shaw LLP.

1.12 “**Effective Date**” means the date upon which all the following have occurred: (i) the State Court has granted final approval of the Settlement and entered judgment thereof; and (ii) the State Court’s judgment approving the Settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the State Court’s Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court, or (ii) if a petition for review with the California Supreme Court is filed, the date of denial of the petition for review, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1 1.13 “**Final Approval Hearing**” refers to the hearing at which the State Court will make a
2 final determination whether the terms of the Agreement are fair, reasonable, and adequate and meet all
3 applicable requirements for final approval.

4 1.14 “**Gross Settlement Amount**” means the amount that is allocated towards the resolution
5 of the Action, in an amount not to exceed \$800,000.00. The Gross Settlement Amount shall be inclusive
6 of (i) Class Counsel Fees and Costs; (ii) Service Award; (iii) PAGA Payment; (iv) Settlement
7 Administration Costs, and (iv) Net Settlement Amount. The Gross Settlement Amount does not include
8 the employer’s share of the payroll taxes on the wages portion of Class Payments. The Gross Settlement
9 Amount is a material term of the Agreement and shall not be increased for any reason. If the State Court
10 requires an increase to the Gross Settlement Amount, Defendant shall have the right to void the
11 Agreement.

12 1.15 “**LWDA**” refers to the California Labor and Workforce Development Agency.

13 1.16 “**Net Settlement Amount**” means the portion of the Gross Settlement Amount remaining
14 after deducting (i) the Class Counsel Fees and Costs, (ii) the Service Award, (iii) the PAGA Payment,
15 and (iv) the Settlement Administration Costs, as approved by the State Court. The entire Net Settlement
16 Amount shall be distributed to the Participating Class Members.

17 1.17 “**Notice**” refers to the document substantially in the form attached as **Exhibit A**, which
18 will be distributed to all Class Members. The Notice will explain the terms of the Agreement, including
19 (i) information regarding the nature of the Action; (ii) a summary of the principal terms of the
20 Agreement; (iii) the Class Member definition; (iv) the total number of Workweeks each respective Class
21 Member worked for Defendant during the Class Period; (v) the estimated Class Payment (if applicable)
22 from the Net Settlement Amount to each Class Member; (vi) the formula for calculating the settlement
23 payments; (vii) instructions on how to submit Requests for Exclusion, Notices of Objection, and
24 Workweeks disputes; (viii) the Response Deadline; and (ix) the claims to be released under the Released
25 Class Claims. The Notice will be printed in English only, because Class Members can speak, write, and
26 understand English.

27 1.18 “**PAGA**” refers to the California Private Attorneys General Act of 2004, Cal. Lab. Code
28 §§ 2699, *et seq.*

1.19 **“PAGA List”** means a complete list of all Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within 45 calendar days after Preliminary Approval of this Settlement by the State Court. The PAGA List will be formatted in Microsoft Office Excel and will include each individual’s full name, last known mailing address and telephone number (if available), Social Security number, number of Pay Periods, and all necessary information to prepare and calculate the portion of the PAGA Payment allocated to Aggrieved Employees. For purposes of this Agreement, the PAGA List in Defendant’s records shall be considered the official information to be used for this Settlement.

1.20 **“PAGA Payment”** shall be \$80,000, as civil penalties, to be paid from the Gross Settlement Amount. The PAGA Payment shall be allocated as follows: 75% of the PAGA Payment will be paid to the LWDA, and 25% of the PAGA Payment will be paid to the Aggrieved Employees pursuant to a formula based on the number of Pay Periods worked during the PAGA Period.

1.21 **“PAGA Period”** shall mean the time period from March 16, 2023 through the earlier of either (i) the date of preliminary approval of the Agreement by the Court, or (ii) sixty (60) days from the date of the Parties’ acceptance of the mediator’s proposal on May 28, 2025, *i.e.*, July 27, 2025.

1.22 **“Pay Periods”** refers to the number of bi-weekly pay periods worked by the Aggrieved Employees during the PAGA Period. Defendant’s employment records will be determinative for purposes of calculating the Pay Periods and any payments under the Settlement. If an individual worked during any day of the Pay Period, the Pay Period shall be included in their pro rata share of the PAGA Payment allocated to Aggrieved Employees.

1.23 **“Participating Class Members”** are all Class Members who do not submit a timely and valid Request for Exclusion.

1.24 **“Released Class Claims”** shall mean any and all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Action during the Class Period, including but not limited to, all claims under California Labor Code §§ 200-204, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 *et seq.*, 2926,

1 2927, 6423 *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California
2 Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), the California Unfair
3 Competition Law, California Business & Professions Code §§ 17200, *et seq.*, and any remedies for any
4 of the claims described herein, including, damages, penalties, restitution, declaratory relief, equitable or
5 injunctive relief, interest, attorneys’ fees and costs.

6 1.25 “**Released PAGA Claims**” shall mean any and all PAGA claims for civil penalties,
7 whether known or unknown, that were asserted or that could have been asserted based on the facts
8 alleged in the operative complaints in the Action during the PAGA Period, including but not limited to
9 PAGA claims premised upon violation of California Labor Code §§ 200-204, 206.5, 210, 218, 218.5,
10 218.6, 221, 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1,
11 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 *et*
12 *seq.*, 2926, 2927, 6423 *et seq.*, any applicable California Industrial Welfare Commission Wage Order,
13 California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), and PAGA
14 claims premised upon violations that are otherwise covered by the Released Class Claims. The Released
15 PAGA Claims shall be released by Plaintiff, the State of California (including the LWDA), and all
16 Aggrieved Employees, without any option to submit any Request for Exclusion.

17 1.26 “**Released Parties**” shall mean Defendant, and all of Defendant’s present and former
18 parent companies, subsidiaries, affiliates, successors, predecessors, dbas, joint ventures, staffing
19 companies, affiliates, and related parties, including, but not limited to, Crane Payment Innovations, Inc.
20 and Crane NXT, Co., and all of their shareholders, officers, directors, employees, agents, vendors,
21 agencies, contractors, servants, registered representatives, attorneys, insurers, personal representatives,
22 executors, successors and assigns, including their respective pension, profit sharing, savings, health, and
23 other employee benefit plans of any nature, the successors of such plans, and those plans’ respective
24 current and former trustees and administrators, agents, employees, and fiduciaries, and any other person
25 act in by, through, under or in concert with any of them.

26 1.27 “**Response Deadline**” means the deadline by which Class Members must postmark to the
27 Settlement Administrator the Requests for Exclusion, Notices of Objection, and/or Workweeks disputes.
28 The Response Deadline will be 45 calendar days from the initial mailing of the Notice by the Settlement

Administrator, unless the 45th calendar day falls on a Sunday or a legal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Those Class Members who receive a re-mailed Notice, whether by skip-trace or otherwise, will have an additional 21 calendar days to submit Requests for Exclusion, Notices of Objection, and/or Workweeks disputes.

1.28 “**Service Award**” means the amounts to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action as a putative class representative on behalf of putative Class Members and Aggrieved Employees, and for his general release of claims. Subject to the State Court’s approval, the Service Award shall not exceed \$10,000.00.

1.29 “**Settlement Administrator**” refers to means an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Court to provide notice and administer the settlement of the Action.

1.30 “**Settlement Administration Costs**” refers to the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Agreement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs are currently estimated to be \$7,250.00.

1.31 “**State Court**” refers to the Superior Court of the State of California for the County of Los Angeles.

1.32 “**Workweeks**” refers to the number of weeks worked by the Class Members during the Class Period. Defendant’s employment records will be determinative for purposes of calculating the Workweeks and any payments under the Settlement. If an individual worked during any day of the Workweek, the Workweek shall be included in their pro rata share of the Net Settlement Amount.

2. RECITALS

2.1 The *Briones* Class/PAGA Action.

2.1.1 On November 28, 2023, Plaintiff filed a Class Action Complaint in State Court. The Complaint asserts the following eight causes of action for violation of the California Labor Code and California Business and Professions Code: (1) “Failure to Pay Minimum and Straight Time Wages

(Cal. Lab. Code §§ 204, 1194, 1194.2, 1197)”; (2) “Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198)”; (3) “Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512)”; (4) “Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7)”; (5) “Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203)”; (6) “Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226)”; (7) “Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802)”; and (8) “Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200 et. seq.)”

2.1.2 On May 20, 2024, Plaintiff filed a First Amended Complaint in State Court, amending his Class Action to add a ninth cause of action for “Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*).”

2.2 The Parties Conducted an Extensive Amount of Discovery.

2.2.1 Plaintiff and Defendant engaged in informal written discovery. Defendant produced over 300 pages of materials, which included relevant written policies and procedures.

2.2.2 Defendant also provided Plaintiff with employment data. Defendant produced time and pay records and service call records for approximately 151 employees (all California non-exempt employees that held the same position title as Plaintiff). The data included daily time records showing the start and stop time for each shift based on employee time punches, the start and stop time for meal periods based on employee time punches, and payroll records showing the hours worked, regular earnings, overtime earnings, and bonuses (if any).

2.2.3 Defendant also provided information on the total number of active employees, former employees, workweeks, pay periods, and meal and rest period premiums paid.

2.2.4 Class Counsel represent they have thoroughly investigated Plaintiff’s claims against Defendant and interviewed several Class Members. Class Counsel further represent they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of the Action, including the review of the time and payroll records produced by Defendant. In addition, Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. All Parties have had ample opportunity to evaluate their respective positions on the merits of the claims asserted.

2.3 **Private Mediation**

2.3.1 On May 28, 2025, the Parties attended a full-day mediation with Hon. Patrick J. Walsh, a highly respected and experienced mediator in wage-and-hour class action cases.

2.3.2 After a full-day mediation, the Parties reached an impasse, but continued settlement negotiations with the assistance of the mediator. The Parties ultimately accepted the mediator's proposal later that evening on May 28, 2025.

2.3.3 The Parties have agreed to settle all aspects of the Action for a total amount not to exceed the Gross Settlement Amount (*i.e.*, \$800,000.00). In no event will Defendant be liable for more than the Gross Settlement Amount, except Defendant shall pay the employer's appropriate share of payroll taxes requiring employer payment on the Class Payments separately and in addition to the Gross Settlement Amount. The entire Gross Settlement Amount will be disbursed pursuant to the terms and conditions of this Agreement, and none of it will revert to Defendant.

2.4 **The Settlement Is the Result of Arms' Length Negotiations.** Based on the foregoing investigation and evaluation, notwithstanding Defendant's denial of the allegations as stated below in Section 3.1, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the Class Members. The terms of the Settlement also reflect extensive exchange of information and data between the Parties, which allowed Class Counsel to fully evaluate the potential risks in pursuing the underlying claims on the merits. Plaintiff contends his lawyers' investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130. This Agreement was reached after extensive arm's-length negotiations, and it was negotiated in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation, the risk that the Action would not be permitted to proceed on a class or representative basis, various defenses asserted by Defendant, and numerous potential appellate issues.

2.5 **The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or liability of any and every kind that were or could have been pled against Defendant and its related

parties based on the factual allegations in the operative or prior complaints in the Action arising during the Class Period, including, but not limited to, the Released Class Claims, and arising during the PAGA period, including but not limited to, the Released PAGA Claims.

3. NON-ADMISSION OF LIABILITY

3.1 Defendant denies and continues to deny all the allegations made by Plaintiff in the Action, and denies and continues to deny that it is liable or owes any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and contends that, during all relevant times, it complied with all applicable California and federal laws. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a class and/or representative action is appropriate except for settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

3.2 The Parties understand and agree that this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendant or the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

4. FINANCIAL TERMS OF THE SETTLEMENT

4.1 **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, Defendant shall pay the Gross Settlement Amount not to exceed \$800,000.00, which includes Class Counsel Fees and Costs to Class Counsel, Service Award to Plaintiff, PAGA Payment, Settlement Administration Costs to Settlement Administrator, and Net Settlement Amount for distribution to Participating Class Members. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason, except Defendant shall pay the employer's appropriate share of payroll taxes on the Class Payments separately and in addition to the Gross Settlement Amount. If the

State Court requires an increase to the Gross Settlement Amount, Defendant shall have the right to void the Agreement.

4.2 Class Counsel Fees and Costs. Class Counsel will apply to the State Court for an award of Class Counsel Fees not to exceed one-third (1/3) of the Gross Settlement Amount, or \$266,666.67, and reasonable documented costs directly incurred for purposes of the Action, as supported by declarations. Except as provided in this Agreement, Defendant shall have no liability for any other attorneys' fees, costs or expenses in connection with the Action.

4.2.1 Class Counsel will be responsible for submitting all documents to support their request for attorneys' fees, costs, and expenses in connection with the Action. Defendant agrees not to oppose or object to Class Counsel's request for Class Counsel Fees and Costs if they are made in accordance with the terms of this Agreement.

4.2.2 The State Court's approval of the Class Counsel Fees and Costs is not a material term of the Agreement. If the State Court does not approve or approves only a lesser amount than that requested by Class Counsel for Class Counsel Fees and Costs, the other terms of the Agreement shall still apply. The State Court's refusal to approve the Class Counsel Fees and Costs requested by Class Counsel does not give Plaintiff, Class Members, or Class Counsel any basis to abrogate the Agreement. Any amount of Class Counsel Fees and Costs requested by Class Counsel but unapproved by the State Court shall be part of the Net Settlement Amount.

4.3 Service Award. Subject to the State Court's approval, Defendant agrees to pay an Service Award up to \$10,000.00 to Plaintiff. The Service Award shall be paid from the Gross Settlement Amount, for Plaintiff's services as the representative of the Class and additional claims released by Plaintiff. The Service Award shall be in addition to any pro rata share of the Net Settlement Amount that Plaintiff may otherwise receive under the Agreement.

4.3.1 Defendant will not oppose Plaintiff's request for the Service Award if it is made in accordance with the terms of this Agreement. Defendant will not deduct any payroll taxes from the Service Award because it is not considered to be payment of wages. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said

amount. Plaintiff shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment of the Service Award.

4.3.2 The State Court's approval of the Service Award is not a material term of the Agreement. The Parties agree that a denial or reduction by the State Court of the requested Service Award is not a basis for rendering the entire Agreement voidable or unenforceable. Any reductions by the State Court of the Service Award shall be part of the Net Settlement Amount.

4.4 **Settlement Administration Costs.** Subject to the State Court's approval, Defendant agrees to pay the Settlement Administrator the Settlement Administration Costs, currently estimated at \$7,250.00, for the administration of this Settlement. The Settlement Administration Costs shall be paid from the Gross Settlement Amount. Any reduction by the State Court or any unused amount shall revert to the Net Settlement Amount. The Settlement Administrator shall assist in all aspects of the settlement process for the Action, including, but not limited to:

4.4.1 Printing, distributing, and tracking Notices and resending Notices pursuant to the terms of this Agreement;

4.4.2 Establishing a separate employer identification number and a Qualified Settlement Fund, tax reporting, making tax payments, providing required 1099 and W-2 forms;

4.4.3 Calculating and distributing the Class Counsel Fees and Costs, Service Award, Class Payments, PAGA Payment, and Settlement Administration Costs;

4.4.4 Documenting and determining which Class Members have submitted a timely and valid Request for Exclusion, Notice of Objection, and/or Workweeks disputes;

4.4.5 Depositing the funds from uncashed or undelivered checks to the appropriate non-profit organization or agency under this Agreement; and

4.4.6 Providing necessary reports and declarations, as requested by the Parties or the State Court, including weekly reports on the number of Class Members who have timely submitted Requests for Exclusion, Notices of Objection, and/or Workweeks disputes.

4.5 **Net Settlement Amount.** After deducting (i) the court-approved Class Counsel Fees and Costs, (ii) the court-approved Service Award, (iii) the court-approved PAGA Payment, and (iv) the court-

approved Settlement Administration Costs, the remainder of the Gross Settlement Amount is the Net Settlement Amount.

5. RELEASES

5.1 Release by Participating Class Members. Upon the Effective Date, the Participating Class Members, Plaintiff, and their heirs, executors, administrators, attorneys, agents and assigns, fully and finally release and forever discharge the Released Parties from any and all Released Class Claims arising during the Class Period. As a result of this release, the Participating Class Members will be unable to bring a claim or seek recovery for any alleged violations of the Released Class Claims that took place during the Class Period.

5.2 Release by The State Of California. Upon the Effective Date, Plaintiff, the Aggrieved Employees, and the State of California (including but not limited to the LWDA) fully and finally release and forever discharge the Released Parties from any and all Released PAGA Claims arising during the PAGA Period. As a result of this release, Plaintiff, the Aggrieved Employees, and the State of California (including but not limited to the LWDA) will not be able to bring a claim or seek civil penalties based on the Released PAGA Claims that took place during the PAGA Period.

5.3 Additional Release by Plaintiff. In addition to the Released Class Claims and the Released PAGA Claims, upon the Effective Date, Plaintiff will generally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement. For the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff expressly waives all rights provided by California Civil Code § 1542, or any other similar provisions of applicable law, which are as follows: “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.”

5.4 Injunction from Pursuing Released Claims. Upon final approval of the Settlement, Plaintiff, Participating Class Members, the Aggrieved Employees, and the State of California shall be enjoined from filing, initiating, or continuing to prosecute any Action, claims, complaints, or

proceedings in any court, or with the California Division of Labor Standards Enforcement (“DLSE”), or with the LWDA, or the United States Department of Labor (“DOL”), or with any other entity regarding the claims released in the Agreement. This Settlement is conditioned upon the release by Plaintiff, the Participating Class Members, the Aggrieved Employees, and the State of California as described herein, and upon covenants by these individuals that they will not participate in any Action, lawsuits, proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other agency, persons, or entity in any court or before any administrative body related to the claims released in this Agreement. In the event that any court or administrative agency does not order injunctive relief, Defendant shall have the right to file a motion for summary judgment or any other pleading or paper to enforce the terms of this Agreement. The Participating Class Members and Class Counsel will not oppose, contest or interfere with efforts by Defendant to oppose any attempt to bring such released claims against Defendant.

5.5 Class Members’ Acknowledgment. The Participating Class Members acknowledge that they may hereafter discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to the Released Class Claims. The Participating Class Members nonetheless agree that this Settlement, including the release of the Released Class Claims contained herein, shall be and remain effective in all respects notwithstanding such different or additional facts or law regarding such Released Class Claims. These releases do not include any claims that cannot be waived as a matter of law, but the Participating Class Members agree that they will not accept any monetary recovery or benefit from any proceedings relating to any such claims.

6. COMPUTATION OF SETTLEMENT PAYMENTS TO PARTICIPATING CLASS MEMBERS AND AGGRIEVED EMPLOYEES

6.1 Payments Based on Workweeks. The Net Settlement Amount will be distributed to Participating Class Members based on their number of Workweeks during the Class Period. Defendant shall provide records (*i.e.*, the Class List) showing the total Workweeks of Class Members during the Class Period. Defendant’s records shall be determinative for purposes of calculating the number of Workweeks worked and any payments to the Participating Class Members.

6.2 **Distribution of Net Settlement Amount.** The Class Payments to Participating Class Members will be determined by dividing the value of Net Settlement Amount by the total number of Workweeks of all Participating Class Members during the Class Period, and then multiplying the resulting figure by the number of Workweeks of each Participating Class Member during the Class Period.

6.3 **Payments Based on Pay Periods.** The portion of the PAGA Payment allocated to Aggrieved Employees will be distributed to Aggrieved Employees based on their number of Pay Periods during the PAGA Period. Defendant shall provide records (*i.e.*, the PAGA List) showing the total Pay Periods of Aggrieved Employees during the PAGA Period. Defendant's records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to Aggrieved Employees.

6.4 **Distribution Of PAGA Payments.** PAGA Payments to Aggrieved Employees will be determined by dividing \$20,000.00 (25% of the PAGA Payment, which is allocated to Aggrieved Employees) by the total number of Pay Periods of all Aggrieved Employees during the PAGA Period, and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee during the PAGA Period.

6.5 **No Impact on Employee Benefit Plans.** None of the payments made pursuant to the Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974. Any distribution of payments to Plaintiff, Participating Class Members, and Aggrieved Employees shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,

profit sharing, retirement, disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

7. NOTICE TO CLASS MEMBERS

7.1 Data Lists. Defendant shall provide the Settlement Administrator with the Class List and PAGA List within 45 calendar days after the State Court grants preliminary approval of the Settlement. The Class List and PAGA List are being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the Class List and PAGA List. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

7.2 Mailing of Notice. The Settlement Administrator shall mail the Notice to Class Members within 20 calendar days of the receipt of the Class List and PAGA List via First Class U.S. Mail, using the most current, known mailing address for each Class Member based on information provided by Defendant.

7.3 Non-Delivered Notices or Checks. Any mailing returned to the Settlement Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using a computer-based skip-trace search, and it shall then perform a single re-mailing via First Class U.S. Mail within five calendar days. If the computer-based skip-trace search does not provide a correct address, the Settlement Administrator shall attempt to determine the correct address using the Class Member's Social Security number and any available information provided by Defendant. If the Settlement Administrator is unable to determine the correct address using the Class Member's Social Security number and/or any information provided by Defendant, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

8. OPTIONS TO RESPOND

8.1 Consideration Period. Class Members shall be provided 45 calendar days to submit a Request for Exclusion, Notice of Objection, and/or Workweeks dispute, following the postmark date of

the initial mailing of the Notice. Except as specifically provided herein, no Requests for Exclusion or Notices of Objection that are postmarked more than 45 calendar days after the initial mailing of the Notice or, with respect to a re-mailed Notice, an additional 21 calendar days from the date of re-mailing, shall be considered.

8.2 Request for Exclusion and Opt-Out Rights. Class Members shall be given the opportunity to opt out of the Class Settlement.

8.2.1 Opt-Out Procedures. Class Members may opt out of the Class Settlement by mailing to the Settlement Administrator a Request for Exclusion. Any such Request for Exclusion must be postmarked by the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number.

8.2.2 The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, the Settlement Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel.

8.2.3 Effect Of Opt-Out. Any Class Member who opts out of the Class Settlement may not object to the Class Settlement, shall not receive any share of the Net Settlement Amount, and shall not be bound by the applicable Released Class Claims provisions in this Agreement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Settlement Administrator will attempt to contact the Class Member to inquire regarding his or her intention to opt out of or object to the Class Settlement. If the Settlement Administrator is unable to confirm the Class Member's intention,

1 the Class Member's Request for Exclusion will be valid and be deemed to invalidate the Notice of
2 Objection.

3 **8.3 Objection Rights.** Because the Class will be certified by the State Court for purposes of
4 settlement, only Class Members who do not opt out of the Class Settlement shall be entitled to object to
5 the terms of the Class Settlement.

6 **8.3.1 Objection Procedures.** Participating Class Members may send written objections
7 to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
8 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
9 Hearing. A Participating Class Member who elects to send a written objection to the Settlement
10 Administrator must do so not later than 45 days after the Settlement Administrator's mailing of the Class
11 Notice (plus an additional 21 days for Class Members whose Class Notice was re-mailed).

12 **8.3.2** Participating Class Members who submit an objection remain bound by this
13 Agreement. Class Members who submit a timely and valid Notice of Objection may be subject to appear
14 for a deposition, if requested by Plaintiff or Defendant.

15 **8.3.3** Each Party retains the right to respond to any objection raised by a Participating
16 Class Member, including the right to file responsive documents in Court no later than five (5) court days
17 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

18 **8.3.4 Waiver of Objection Rights.** Class Members who fail to make objections in the
19 manner specified in the Notice shall be deemed to have waived any objections and shall be foreclosed
20 from making any objection, whether by appeal or otherwise, to this Agreement.

21 **8.4 Disputed Workweeks on Notice.** Participating Class Members will have an opportunity
22 to dispute the number of Workweeks indicated on their Notice. To do so, Participating Class Members
23 must produce evidence to the Settlement Administrator showing that such information is inaccurate on
24 or before the Response Deadline. Defendant's records will be presumed correct, but the Settlement
25 Administrator will evaluate the evidence submitted by the Participating Class Member and will make the
26 final decision as to the merits of the dispute. All disputes will be decided within 10 business days after
27 the Response Deadline. The Settlement Administrator shall have the right to contact Defense Counsel
28

and/or Class Counsel if it determines more information is needed to resolve any issue of disputed Workweeks.

8.5 Defendant's Rights to Withdraw Based on the Number of Requests for Exclusion.

Defendant has the right, at its sole option, to withdraw from this Agreement if 10% or more Class Members submit a timely and valid Request for Exclusion. Defendant must exercise this right of rescission in writing within 7 calendar days after the Settlement Administrator notifies the Parties in writing that at least 10% of Class Members have opted out of the Class Settlement. These rights to withdraw are material terms of the Agreement and Defendant has the right, at its sole option, to withdraw from this Agreement if either of these material terms are not approved by the Court. If Defendant exercises this right to withdraw, Defendant will be responsible for all Settlement Administration Costs incurred by the Settlement Administrator.

8.6 **Proof of Class Members' Responses.** No later than 75 calendar days after the initial mailing of the Notice, the Settlement Administrator will prepare and submit a declaration attesting to its mailing of the Notice, its inability to deliver any mailing due to invalid addresses, its receipt of valid Requests for Exclusion and Notices of Objection, and any other information that the Parties request be included. At least 10 calendar days prior to the Final Approval Hearing, the Settlement Administrator will prepare a supplemental declaration (at the request of Class Counsel or Defense Counsel) to submit to the Court.

9. SETTLEMENT APPROVAL PROCEDURE

9.1 **Preliminary Approval of Class/Representative Settlement.** Upon execution of this Agreement, Plaintiff and Class Counsel shall promptly prepare the Motion for Preliminary Approval of Class and Representative Settlement to be filed in the *Briones* Class/PAGA Action. Class Counsel and Defense Counsel shall use their best efforts to ensure that the Motion is filed with the applicable courts within 90 days of execution of this Agreement. This Motion shall seek an order to conditionally certify the Class for the sole purpose of settlement and preliminarily approve the proposed settlement according to the terms in this Agreement. The Motion also shall seek an order that provides for the Notice to be sent to Class Members as specified in this Agreement. This Motion shall include the bases for the Class/Representative Settlement Amount and why the amount is reasonable in light of the facts and

controlling authorities pertaining to the claims alleged in the Action. The Motion shall also be accompanied by signed declarations by Class Counsel, discussing the risks of continued litigation and that the best interests of both Parties and the Class Members are served by the terms of this Agreement.

9.2 **Final Approval.** Plaintiff shall submit to the State Court a Motion for Final Approval of the Class and Representative Settlement as soon as practicable after the Response Deadline or pursuant to order by the State Court. The Motion shall request the entry of a Final Approval Order, which shall include findings and orders: (a) approving the Agreement; (b) adjudging the terms to be fair, reasonable, and adequate; (c) reciting the release terms in full; (d) directing that the settlement terms and provisions be carried out; and (e) retaining jurisdiction to oversee administration and enforcement of the terms of this Agreement and the State Court's orders.

9.3 **Motion for Class Counsel Fees and Costs and Service Award.** Class Counsel shall file a motion or application for the State Court's approval of Class Counsel Fees and Costs and Service Award under the terms of the Agreement. Defendant will not oppose the motion, provided it is consistent with this Agreement.

9.4 **Settlement Is Conditioned on Approval of the Agreement.** The Parties acknowledge and agree that the global settlement will be memorialized in one written agreement for the Class and Representative Settlement, and requires approval in State Court. It is the Parties' intention that the Agreement is valid if the approval of the proposed Settlement by the State Court becomes Final. Accordingly, the Effective Date of this Agreement is contingent upon the order approving the Settlement in the *Briones* Class/PAGA Action.

9.5 **Effect of Failure to Obtain Preliminary or Final Approval.** If the proposed settlement or a substantially similar settlement mutually agreed to by the Parties is not preliminarily or finally approved by the State Court, the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration of the ruling or State Court's approval of a renegotiated settlement. Defendant retains the right to contest whether any aspect of the Action should be maintained as a class or representative action, or to contest the merits of the claims being asserted by the Plaintiff or Class Members in the Action.

1 **9.6 Entry of Judgment.** The Parties shall request that the State Court issue Judgment in
2 accordance with this Agreement and without further fees or costs to any party except as expressly set
3 forth in this Agreement. In the event either the State Court fails to enter final judgment in accordance
4 with this Agreement, or such final judgment is vacated or reversed, the Action shall proceed as if no
5 settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate
6 review of the ruling or approval of a renegotiated settlement.

7 **9.7 Notice to the LWDA.** Class Counsel shall give written notice of the Settlement to the
8 LWDA simultaneously with the filing of the Motion for Preliminary Approval of Class/Representative
9 Settlement in the *Briones* Class/PAGA Action, to provide the LWDA to comment and/or object to the
10 terms of the Settlement when Class Counsel moves for final approval.

11 **10. FUNDING AND DISTRIBUTION OF THE CLASS/REPRESENTATIVE SETTLEMENT**
12 **AMOUNT**

13 **10.1 Funding of Class/Representative Settlement Amount.** The Settlement Administrator
14 shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code
15 for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified
16 Settlement Fund with its own Employer ID Number and calculate all settlement checks and payroll
17 deductions and withholdings required under law based on information that will be confidentially
18 furnished by Defendant. Within 60 calendar days after the Effective Date, Defendant shall deposit the
19 Class/Representative Settlement Amount into an interest-bearing escrow account with the Settlement
20 Administrator.

21 **10.2 Timing of Disbursement of Class/Representative Settlement Amount.**

22 **10.2.1 Class Counsel Fees and Costs.** Subject to the terms of the Agreement, the
23 Settlement Administrator shall distribute payment of any approved Class Counsel Fees and Costs within
24 20 calendar days after the funding of the Gross Settlement Amount. This is the same date that the Net
25 Settlement Amount will be distributed to Participating Class Members. Class Counsel agree that they are
26 responsible for allocating this payment among themselves and any other counsel for Plaintiff settling
27 claims through this Agreement. The Settlement Administrator shall issue an Internal Revenue Service
28 Form 1099 to Class Counsel for any Class Counsel Fees and Costs payment, based on the allocation

communicated by Class Counsel. Class Counsel shall be solely and legally responsible for paying all applicable taxes on any Class Counsel Fees and Costs and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

10.2.2 Service Award. Subject to the terms of the Agreement, the Settlement Administrator shall pay to Plaintiff any approved Service Award within 20 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for any Service Award. Plaintiff shall be solely and legally responsible for paying all applicable taxes on any Service Award and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

10.2.3 Settlement Administration Costs. The Settlement Administrator shall pay itself any approved Settlement Administration Costs within 20 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall be solely and legally responsible for paying all applicable taxes on any Settlement Administration Costs and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

10.2.4 Distribution of PAGA Payment. The Settlement Administrator shall distribute the PAGA Payment within 20 days after the funding of the Gross Settlement Amount. The portion of the PAGA Payment allocated to the LWDA shall be \$60,000.00 (75% of the PAGA Payment). The portion of the PAGA Payment allocated to Aggrieved Employees will be determined by dividing \$20,000.00 (25% of the PAGA Payment, which is allocated to Aggrieved Employees) by the total number of Pay Periods of all Aggrieved Employees during the PAGA Period, and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee during the PAGA Period.

10.2.5 Distribution of Net Settlement Amount. The Settlement Administrator shall distribute the Net Settlement Amount to Participating Class Members within 20 calendar days after the funding of the Gross Settlement Amount. Class Payments made under this Settlement will be attributed 85% as penalties and interest, to be reported on IRS Form 1099 (if applicable), and 15% as unpaid wages, to be reported on IRS Form W-2 and subject to payroll deductions. In accordance with applicable tax laws, the Net Settlement Amount is subject to reduction for the employee's share of required tax withholdings and payroll deductions on the wage portion of the Class Payments. The employer's share

1 of payroll taxes on the wages portion of the Net Settlement Amount shall be paid by Defendant
2 separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall issue any
3 necessary IRS Form 1099 and Form W-2 statements to Participating Class Members for their respective
4 share of the Net Settlement Amount. Participating Class Members shall be solely and legally responsible
5 for paying all other applicable taxes on their respective share of the Net Settlement Amount and shall
6 indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest
7 arising as a result of the payments.

8 10.2.6 The Parties warrant and represent that the allocation of the Net Settlement
9 Amount as 85% to non-wage payments (*e.g.*, interest and statutory penalties) and 15% to wage-related
10 payments is reasonably within the parameters of liability for the Action, given that the vast of majority
11 of recovery, if any, in the Action would be comprised of statutory penalties.

12 **10.3 Undeliverable or Uncashed Checks.**

13 10.3.1 The Settlement Administrator shall maintain a list of the postmark date for the
14 original mailing of the Class Payment checks, if any, to the Participating Class Members, the postmark
15 date of any subsequent mailing to any Participating Class Members, and a list of any individuals who
16 did not receive the settlement checks due to the inability to locate a valid address using the procedures
17 described herein above in Section 7.3 above or who otherwise could not be located within two attempts
18 at mailing.

19 10.3.2 All Class Payment checks will remain valid and negotiable for 180 days from the
20 date of their mailing by the Settlement Administrator. After 180 calendar days from the date of mailing,
21 the checks shall become null and void, and any monies remaining in the distribution account shall be
22 distributed by the Settlement Administrator to the California State Controller's Office pursuant to
23 California's Unclaimed Property Law to be held in the name of the applicable Participating Class
24 Member. No part of the Net Settlement Amount shall be returned to Defendant.

25 10.3.3 For any Participating Class Members for whom the settlement checks were
26 deemed undeliverable, the funds associated with the settlement payment will be distributed to the
27 California State Controller's Office pursuant to California's Unclaimed Property Law to be held in the
28 name of the applicable Participating Class Member.

1 **11. MISCELLANEOUS PROVISIONS**

2 11.1 **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation in the
3 Action, except such proceedings necessary to implement and to obtain preliminary and final approval of
4 the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will
5 revert to their positions in the Action prior to the time the Agreement was reached, and no terms set forth
6 in this Agreement will be admissible in any future proceedings in this case or any other action.

7 11.2 **Certification of Class Action and Representative Action for Settlement Purposes**
8 **Only.** The Parties agree to stipulate to class action and representative action certification for purposes of
9 the settlement only. If, for any reason, the settlement is not approved, the stipulation to certification will
10 be void, and Defendant shall have the full opportunity to file any motion to challenge class certification
11 or any motion to challenge the manageability of PAGA claims. The Parties further agree that
12 certification for purposes of the settlement is not an admission that class action or representative action
13 certification is proper under the standards applied to contested certification motions and that this
14 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class or
15 representative action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member,
16 other than according to the terms of the Agreement.

17 11.3 **Mutual Cooperation.** Plaintiff, Defendant, Class Counsel, and Defense Counsel agree to
18 fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to,
19 execution of such documents and taking such other action as may reasonably be necessary to implement
20 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
21 necessary by order of the Courts, or otherwise, to effectuate this Agreement.

22 11.4 **Plaintiff's Representation.** Plaintiff represents and warrants that besides the Action, he
23 has not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or
24 other action of any kind against Defendant or the Released Parties. Plaintiff represents and warrants that
25 his only pending claims against Defendant or the Released Parties are included in the Action.

26 11.5 **Class Counsel's Representation.** Class Counsel agrees and represent that they will not
27 engage in any conduct to undermine the terms of the Agreement, including any solicitation efforts to
28 persuade any Class Member from opting out of or objecting to the Settlement. Class Counsel further

1 agree and represent that they do not represent any Class Members other than Plaintiff and will not
 2 actively solicit any other Class Members to pursue claims that have been released in this Settlement on
 3 an individual, collective, class or representative basis. Class Counsel also warrant and represent that they
 4 have access to all of the Plaintiff who will be executing this Agreement, and that they will obtain their
 5 signatures within 15 days after Class Counsel and Defense Counsel sign this Agreement. The Parties
 6 agree that verifiable electronic signatures are sufficient. However, if the Court orders wet signatures, the
 7 Parties will follow the Court's Order.

8 **11.6 Parties' Authority.** The signatories hereto represent that they are fully authorized to
 9 enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is
 10 agreed that Participating Class Members are so numerous that it is impossible or impractical to have
 11 each Participating Class Member execute this Agreement. It is agreed that this Agreement may be
 12 executed on behalf of Participating Class Members and by Plaintiff and Class Counsel.

13 **11.7 Binding Effect of Settlement.** Although some Class Members might not receive the
 14 Notice as provided under this Agreement, due to inability to locate their current address following the
 15 procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of
 16 this Agreement and the order approving the Settlement.

17 **11.8 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
 18 with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
 19 understandings between the Parties shall be deemed merged into this Agreement.

20 **11.9 Arms' Length Transaction; Materiality of Terms.** The Parties have arrived at this
 21 Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all
 22 terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this
 23 Agreement and have been relied upon by the Parties in entering into this Agreement.

24 **11.10 Counterparts.** This Agreement may be executed in counterparts, and when each party
 25 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and
 26 when taken together with other signed counterparts, shall constitute one signed Agreement, which shall
 27 be binding upon and effective as to all Parties.
 28

11.11 **Facsimile Or Scanned Signatures.** Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

11.12 **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiff, Participating Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

11.13 **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

11.14 **Severability Clause for Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the State Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

11.15 **No Prior Assignments or Undisclosed Liens.** Plaintiff represents and warrants that he have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Class Claims, Released PAGA Claims, or the attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiff further represents and warrants that there are not any liens or claims against any of the amounts to be paid by Defendant pursuant to this Agreement. Plaintiff agrees to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

11.16 **No Initiated Publicity.** Plaintiff and Class Counsel shall not take any action or initiate to publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press

1 conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers,
2 Internet posting, Facebook, Instagram, X (formerly Twitter), Instagram, LinkedIn, TikTok, or any other
3 social media, or information furnished to legal news media, including but not limited to *Bloomberg Law*,
4 *Law 360*, and the *Daily Journal*. Plaintiff and Class Counsel shall not refer to Defendant by name in its
5 public marketing materials, law firm websites, or posting with any other organizations, such as the
6 California Employment Lawyers Association. Plaintiff and Class Counsel further agrees and warrants
7 that if they were contacted by media outlets regarding this case, they will simply state that the lawsuit
8 exists and has been resolved. Nothing in this section shall prevent Plaintiff and Class Counsel from
9 referencing this settlement to a court as evidence of their experience in connection with motions for
10 class certification, approval of settlements, fee motions, and the like. Further, nothing in this section
11 shall prevent the Settlement Administrators from posting the Class Notice approved by the Court on
12 their website for Class Members' reference.

13 **11.17 Continuing Jurisdiction.** The State Court shall retain jurisdiction over the
14 implementation of this Agreement as well as any and all matters arising out of, or related to, the
15 implementation of this Agreement and settlement subject to California Code of Civil Procedure § 664.6.
16 The State Court shall not have jurisdiction to modify the terms of the Agreement without the consent of
17 all the Parties.

18 **11.18 Modification.** The Agreement may not be changed, altered, or modified, except in
19 writing and signed by the Parties hereto or their counsel of record. After preliminary approval of the
20 Settlement has been granted, the Settlement may not be modified except by a writing signed by the
21 Parties hereto or their counsel of record, and approved by the State Court.

22 **11.19 Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
23 they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those
24 efforts are unsuccessful, they agree to mediate any such dispute, with Hon. Patrick J. Walsh, the
25 mediator who helped the Parties reach the Settlement. The Parties will split the costs of the mediator,
26 and all Parties will bear their own fees and costs.

11.20 **Governing Law.** This Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of California and the procedural laws of the State of California.

11.21 **Papers to Be Filed with the Court.** All papers to be filed with the State Court by Defense Counsel or Class Counsel in connection with this Agreement shall be submitted to the other party at least three business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: 5/7/2026

CUMMINS-ALLISON, CORP.

By: Matt Michael

Name: Matt Michael

Title: Vice President and Secretary

DATED: 5/7/2026

JOSE BRIONES

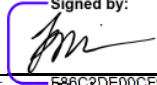
Signed by:
By: 
Jose Briones

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Jose Briones v. Cummins-Allison Corp., et al.
Los Angeles County Superior Court, Case No. 23STCV28982

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Cummins-Allison Corp. (“Defendant”) for alleged wage and hour violations.

The Action was filed by former employee, Plaintiff Jose Briones, and on behalf of an alleged class of non-exempt or hourly-paid California employees (the alleged “Class Members”) who worked from June 3, 2019 through July 27, 2025 (the “Class Period”) and asserts claims for the alleged (1) non-payment of minimum and straight-time wages; (2) unpaid overtime; (3) non-compliant meal breaks; (4) non-compliant rest breaks; (5) untimely and unpaid final wages; (6) non-compliant wage statements; (7) unreimbursed expenses; and (8) unfair business practices. Plaintiff also asserts an alleged claim for civil penalties under the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2699, *et seq.* (“PAGA”) on behalf of the State of California and all California non-exempt or hourly-paid employees (the alleged “Aggrieved Employees”) who worked for Defendant during the alleged PAGA Period, March 16, 2023 through July 27, 2025.

Defendant Cummins-Allison Corp. denies the allegations and claims in this case, and contends it at all times complied with the law.

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendant’s records showing that **you worked _____ Workweeks during the Class Period and you worked _____ Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Cummins-Allison Corp. at some point(s) between June 3, 2019 through July 27, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under PAGA. If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is March 16, 2023 through July 27, 2025.

If the Court grants Final Approval to the Settlement, a Settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court. The case is titled *Jose Briones v. Cummins-Allison Corp., et al.*, Case No. 23STCV28982. The person who sued, Jose Briones, is the Plaintiff, and the company sued, Cummins-Allison Corp., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the Action alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code, §§ 204, 1194, 1194.2, 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code, §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code, §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code, §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code, §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code, § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code, § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code, §§ 17200, *et. seq.*) In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit is meritless, and would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the time and costs that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, and the workers allegedly affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the Class Period from June 3, 2019 through July 27, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you did not work in California as a non-exempt or hourly-paid employee during the Class Period, June 3, 2019 through July 27, 2025. You are also not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$800,000.00 to settle the Action. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$266,666.67 and reimbursement for reasonable costs up to \$24,000.00; Enhancement Award of \$10,00.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$80,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Settlement Administrators, not to exceed \$7,500.00. The exact amount of the Class Counsel’s Fees and Costs, Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$411,833.33. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$80,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$60,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$20,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked as a California non-exempt or hourly-paid employee, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (June 3, 2019 to July 27, 2025). Eighty-five percent (85%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and fifteen percent (15%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 15% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant as a California non-exempt or hourly-paid employee from March 16, 2023 through July 27, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment.

The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked as a California non-exempt or hourly-paid employee within the Class Period or PAGA Period is incorrect, please correct it and provide any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 80 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator (see Section 12, below) and immediately request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12 below).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and all of Defendant, and all of Defendant’s present and former parent companies, subsidiaries, affiliates, successors, predecessors, dbas, joint ventures, staffing companies, affiliates, and related parties, including, but not limited to, Crane Payment Innovations, Inc. and Crane NXT, Co., and all of their shareholders, officers, directors, employees, agents, vendors, agencies, contractors, servants, registered representatives, attorneys, insurers, personal representatives, executors, successors and assigns, including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current and former trustees and administrators, agents, employees, and fiduciaries, and any other person act in by, through, under or in concert with any of them. (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” shall mean any and all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Action during the Class Period, including but not limited to, all claims under California Labor Code §§ 200-204, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 *et seq.*, 2926, 2927, 6423 *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*, and any remedies for any of the claims described herein, including, damages, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys’ fees and costs.

Released PAGA Claims: The “Released PAGA Claims” shall mean any and all PAGA claims for civil penalties, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Action during the PAGA Period, including but not limited to PAGA claims premised upon violation of California Labor Code §§ 200-204, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 *et seq.*, 2926, 2927, 6423 *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), and PAGA claims premised upon violations that are otherwise covered by the Released Class Claims. The Released PAGA Claims shall be released by Plaintiff, the State of California (including the LWDA), and all Aggrieved Employees, without any option to submit any Request for Exclusion.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. It is required, so be sure to include your name, address, and telephone number, and any other information you

think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].
Cummins-Allison Corp. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (March 16, 2023 through July 27, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

Thiago M. Coelho
thiago.coelho@wilshirelawfirm.com
Jesenia A. Martinez
jesenia.martinez@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$266,666.67 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$24,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Jose Briones in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2026, at the following address:

[INSERT]
Cummins-Allison Corp. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class and do not want to participate in the Class recovery as part of the settlement of the *Briones* case. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 11 of the Los Angeles County Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Award and the Class Counsel Fees and Costs.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the Settlement Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Settlement Administrator at the following address:

[INSERT]

Cummins-Allison Corp. Settlement

XXXXX

City, State, XXXXX

Email:

Fax

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

**PLEASE DO NOT TELEPHONE THE COURT, CUMMINS-ALLISON CORP., OR
CUMMINS-ALLISON CORP.'S COUNSEL FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE CLAIM PROCESS.
YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT
ADMINISTRATOR, LISTED ABOVE.**