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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

MARTHA LARRETA, on behalf of all others similarly aggrieved, Plaintiff, vs. EPE INDUSTRIES U.S.A., INC., a California corporation, J.C. INTERNATIONAL STAFFING SERVICES, INC., a California corporation, JOSE LUIS CRUZ, an individual, and DOES 1 through 50, Defendants.	CASE NO. CVRI2402071 Assigned for All Purposes to: Hon. Harold Hopp Dept. 1 DECLARATION OF J. KIRK DONNELLY IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT Date: December 7, 2026 Time: 8:30 a.m. Dept.: 1

DECLARATION OF J. KIRK DONNELLY

I, J. KIRK DONNELLY, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' Class Action and PAGA Settlement Agreement (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a true and correct copy of the proposed class notice. Attached hereto as Exhibit 3 is a true and correct copy of the proposed Request for Exclusion Form. Attached hereto as Exhibit 4 is a true and correct copy of the proposed Objection Form. Attached hereto as Exhibit 5 is a true and correct copy of Plaintiff's May 16, 2024 notice letter to the Labor & Workforce Development Agency ("LWDA") and proof of submission. Attached hereto as Exhibit 6 is a true and correct copy of proof of submission of the complaint to the LWDA. Attached hereto as Exhibit 7 is a true and correct copy of the LWDA's acknowledgment of receipt of the proposed settlement.

3. **Case Management Order ("CMO"), ¶ G(3)(a)(vii)**: after inquiry to all other members of my firm, I am unaware of any other class, representative or other collective action that asserts claims against Defendants similar to those asserted in this action on behalf of a class or group of individuals that would include some or all of the individuals who would be Class Members or PAGA Aggrieved Employees in this matter.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

4. Defendant EPE provides a wide variety of packaging/shipping products to customers around the world, including cardboard boxes, foam inserts, corrugated cardboard, etc., and operates a production facility in Jurupa Valley in Riverside County. Defendant JCI is a temporary labor supplier based in Santa Ana, and had a contract to supply temporary workers to EPE for during roughly 2021-2023. Plaintiff Larreta was a direct hire of Defendant JCI and staffed to work at EPE until her termination in and around December 2023.

5. Plaintiff alleges a number of wage and hour violations by Defendants. First, she alleges Defendants failed to pay all wages due, including minimum and overtime wages, and she contends employees regularly worked "off the clock" and lost compensable time while waiting to clock in/out. Next, Plaintiff alleges Defendants failed to provide timely and uninterrupted duty-free meal and rest periods. Plaintiff also argues that, in addition to maintaining non-compliant written meal and rest break policies, review of the time and payroll data provided by Defendants suggests significant de facto break violations for late, short, or missed meal breaks. Finally, Plaintiff alleges derivative violations for failing to provide accurate itemized wage statements and failing to timely pay wages upon separation of employment.

6. Based on these allegations, and after providing notice to Defendants and the LWDA and exhausting administrative remedies, Plaintiff filed a PAGA-only complaint against Defendants on April 17, 2024. Plaintiff later filed a First Amended Complaint on January 24, 2025 adding a class action claims. The operative FAC alleges class action causes of action for unpaid minimum wages, unpaid overtime wages, failure to provide meal and rest breaks, wage statement violations, waiting time penalties, failure to reimburse business expenses, unfair competition., and a claim for civil penalties under PAGA.

7. **CMO, ¶ G(3)(a)(vi)**: Once the matter was at issue, the Plaintiff initiated written discovery. After subsequent meet and confer efforts regarding discovery responses, as well as case management issues, the Parties ultimately agreed to mediate all claims. They further agreed to exchange information and documents informally in advance of the mediation to supplement the materials previously produced by Defendants. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and a random of sampling paystubs and time records. Defendants also provided documents reflecting their wage and hour policies and practices, and data regarding the total number of current and former employees, and the estimated total amount of workweeks and pay periods they worked, among other relevant data.

8. The Parties then engaged Craig Ackermann, Esq., a highly respected mediator with extensive wage and hour class action experience and, in August 2026, participated in a full-

day mediation with Mr. Ackermann. At the mediation, throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers. After a full day of negotiations, the Parties reached agreement on all major issues.

THE PROPOSED SETTLEMENT TERMS

9. Under the proposed settlement, Defendants will pay $165,000.00 into a common fund, the Gross Settlement Amount ("GSA"). JCI will contribute $27,000 of that amount, and EPE will contribute the remaining $138,000. JCI will pay its share within 60 days after final approval, while EPE will fund its share via monthly payments starting in February 2027 to April 2028. Reasonable attorney's fees of up to one-third of the GSA, or $55,000.00, actual litigation costs of up to $10,000, a reasonable enhancement award to Plaintiff of up to $10,000, settlement administration costs of no more than $7,500, and $10,000 for alleged civil penalties under PAGA (Consistent with PAGA, $7,500 of that amount will go the LWDA for the State's share of the civil penalties, and the remaining $2,500 will be distributed pro rata to the Aggrieved Employees (defined as all individuals employed by Defendants as non-exempt employees during the PAGA Period of February 12, 2023 to August 25, 2026), all will be paid from the GSA. The remainder of about $72,500 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to Defendants.

10. **CMO, ¶ G(3)(a)(i):** The Settlement provides for provisional certification of a class including all current and former individuals who worked for EPE, either directly, jointly with JCI, or jointly with any other labor contractor, as a non-exempt employee in the State of California from April 17, 2020 to August 25, 2026. The Parties estimate the Settlement Class consists of approximately 455 individuals.

11. **CMO, ¶¶ G(3)(i)-(j):** As noted, at least $72,500 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining

eighty percent will be allocated to penalties and interest. Defendants will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. **CMO, ¶ G(3)(c)(i):** Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

12. Each Participating Class Member will receive a share of the Net Settlement Sum based on his or her position held and total weeks worked for Allsite during the Class Period while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Defendants, and the number of instances they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages due to Defendant's alleged improper payroll practices. **CMO, ¶¶ G(3)(a)(iv)-(v) and G(9)(c):** I estimate the average class settlement award will be around $159, and that awards will range from about $9.45 to $2,836. There are approximately 81 Aggrieved Employees, and I estimate their average PAGA award will be about $31.

13. **CMO, ¶ G(3)(d)(i):** Subject to the Court's approval, The Parties have agreed on Phoenix Settlement Administrators as the Settlement Administrator. The Parties obtained bids from Phoenix, Xpand Legal Consulting LLC, and Apex Class Action, LLC, and Phoenix had the second lowest bid (Xpand's bid was for $7,500). Phoenix is qualified with significant experience administering class action settlements, including numerous wage and hour matters, and the Parties ultimately preferred to go with Phoenix in light of their collective positive experiences with Phoenix. Phoenix's fees will not exceed $8,000.00.

14. **CMO, ¶ G(3)(k):** The proposed Notice (Exhibit A to the Settlement Agreement) sets out information about this case and explains the basic settlement terms in plain language. The

Notice will be accompanied with a Request for Exclusion form and Objection Form (Exhibits B and C respectively to the Settlement Agreement). The Notice also sets forth the individualized information used to calculate Class Members' Individual Settlement Payments and each Class Member's estimated settlement award. The Notice likewise details the procedures for Class Members to dispute their individual information, the procedure for submitting an objection to the Settlement, and the procedure to request exclusion. In sum, the Notice provides the Class Members with the information necessary to evaluate the Settlement, provides fair opportunity to participate in, opt out of, or object to the proposed Settlement, and otherwise complies with California Rules of Court 3.769(f) and 3.766(d). Since many of the Class Members a Spanish speakers, the Notice and accompanying documents will go out in both English and Spanish versions. Coupled with the notice procedure, the proposed Notice provides the Class with the best notice practicable.

15. Class Members will have forty-five (45) days to dispute the information in their Notice used to calculate their settlement award, and also have 45 days to submit any objections to the settlement or to request exclusion. In the event a Class Member disputes their individual information, the Settlement Administrator will review the Class Member's records as well as any additional information submitted, and make a final determination.

16. **CMO, ¶¶ G(3)(e) and (G)(9)(d):** All Participating Class Members will release Defendants and the Released Parties from all claims alleged in the operative FAC, or that could have reasonably been brought based on the factual allegations in the FAC during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the FAC. The Class and PAGA releases are limited to the claims that were actually pleaded or could have reasonably been pleaded based on the alleged facts in the FAC, and PAGA notice for the PAGA claims. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code section 1542. As far as the definition of Released Parties, the Parties modified the language of the CMO to include PEOs, as Defendants used third-party PEOs to generate payroll and wage statements and those entities could conceivably be liable for certain of the alleged claims.

17. The settlement provides Defendants will not oppose a request for reasonable attorney's fees not to exceed one-third of the GSA, or $55,000.00, nor will it oppose a request for reimbursement of actual litigation costs and expenses of up to $10,000.00. Defendants also will not oppose a request for an enhancement award to Plaintiff Larreta of not more than $10,000.00 in recognition of her time spent on this matter, the risks she undertook on behalf of the class, and the benefit conferred to the class. Plaintiff's counsel will provide the Court with appropriate summaries and evidence of their efforts and time records in anticipation of the Final Approval Hearing, and Plaintiff Laretta has submitted a declaration herewith. If the Court approves less than the above amounts, the difference will remain in the Net Settlement Sum for distribution to the Participating Class Members.

18. The Parties allocated $10,000 to payment of civil penalties under PAGA for such claims against Defendants as addressed in more detail below, and which amount Plaintiff submits is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by Labor Code section 2699(s)(2), my office gave notice of the settlement and preliminary approval hearing to the LWDA via its online portal.

The Proposed Settlement Class Should Be Conditionally Certified

19. The class is both sufficiently numerous, consisting of approximately 455 individuals, and ascertainable by reference to Defendants' personnel and payroll records.

20. Plaintiff is an adequate class representative, as her claims do not conflict with and are not antagonistic to the claims of other class members. Further, her claims are typical given she is a member of the class and her respective claims arise from the same employment practices and course of conduct giving rise to the claims of the other class members.

21. Common questions of law and fact predominate – particularly for purposes of a settlement class – as the Class Members all were subject to the same meal rest break policies, the same timekeeping and payroll policies that allegedly failed to fully compensate them for all hours worked, etc. Since the focus of the claims against Defendants concerns the legality of common policies applied uniformly to the entire class, common issues predominate over individualized inquiries concerning liability. For example, Defendants' alleged failure to compensate employees

for time spent waiting in line to clock in/out is a policy that is either compliant with California law or it is not. Regardless of that determination, it will decide liability for all class members one way or another.

22. Resolving this matter as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

The Proposed Settlement Meets the Kullar Factors and is within the Range of Reasonableness

23. **CMO, ¶ G(3)(a)(vi):** Prior to mediation, the Parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Defendants' payroll practices, pay stubs and time records for a sampling of class members, meal and rest break policies, etc., and information from Defendants regarding class size, work weeks, rates of pay, and other information used to formulate a damages model. I am confident we obtained sufficient information to enable an evaluation of the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

DUNK/KULLAR FACTORS - CMO, ¶¶ G(3)(ii)-(iii) and G(9)(i)

24. Using that data, Plaintiff ran various calculations and estimated Defendants likely maximum exposure on the class claims at approximately $1,889,445 including $59,500 on the unpaid wage/off the clock claims, $118,850 on the meal break claims, $297,135 on the rest break claims, $245,950 on the wage statement claims, and $1,168,020 on the waiting time penalty claims

25. We estimated these amounts as follows:

Unpaid Wages/Off the Clock

7,668 work weeks * 30 minutes OTC/week * $15.50/hour avg. wage = $59,500

Meal Break Violations

7668 work weeks * 1 violation/week * $15.50/hour avg. wage = $118,850

Rest Break Violations

7668 work weeks * 2.5 violations/week * $15.50/hour avg. wage = $297,135

Wage Statement Violations

81 initial violations * $50/violation + 2419 subsequent violations * $100/violation = $245,950

Waiting Time Penalties

314 former employees * (240 hours * $15.50/hour) = $1,168,020

26. The unpaid wage claims focus primarily on Defendants alleged failure to pay for all hours worked by the Plaintiff and the class members. First, Plaintiff argued that time punches were rounded off for at least some portion of the class period, and particularly during the period of where time was tracked manually via handwritten time sheets. Here, Plaintiff alleges she and other employees had to record her shift start time at the top of the hour even when they started working a few minutes beforehand. As you know the California Supreme Court will be weighing on time rounding in the appeal of Camp v. Home Depot U.S.A., Inc. (2022) 84 Cal. App. 5th 638. There, the appellate court reversed the ruling of a trial court and determined that Home Depot violated the wage and hour rights of an employee by rounding wages even though it actually tracked the time the employee worked to the minute. The court found that Home Depot could not use a rounding policy because it did actually track each worker's time down to the minute, and as such, Home Depot's rounding was inappropriate. Plaintiff also alleged that even when electronic timekeeping was used, it could take up to 5 minutes of waiting in line to clock in as there could be as many as 30-40 employees starting work at the same time.

27. In response, Defendants argued their payroll policies are fully compliant and that they properly tracked and paid for all hours worked by the class members at the appropriate hourly wage. To the extent any rounding occurred, Defendants emphasized it was completely neutral in its overall effect and that the class members did not lose any measurable amount of

hours worked as a result. Defendants also strongly argued any issues regarding "off the clock" work would not be certifiable since it would require individualized inquiries whether any compensable "off the clock" work occurred and why it was or was not documented and paid for.

28. On the meal and rest break claims, Plaintiff contends Defendant's written policies are not fully compliant, and Plaintiff's review of the time and payroll records provided suggested these deficiencies in the written policies affected employee breaks and resulted in substantial "de facto" violations, and particularly on shifts of 10 or more hours. Plaintiff's analysis suggested around a 10% "de facto" violation rate for missed or non-compliant meal breaks. Finally, Plaintiffs alleged that rest breaks were not always provided and frequently were missed or cut short due to work demands and the need to fulfill orders on time.

29. In response, Defendants argued that all written meal and rest break policies were fully compliant, that they provided employees with the opportunity to receive all required breaks, and that many class members waived their second meal periods on shifts longer than 10 hours. Defendants further claimed there was no policy of any kind that limited employees' ability to leave the premises while on a lunch break or otherwise use their break time for their own purposes. Defendants further maintained that, in light of their compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Thus, per Defendants, these issues are not amenable to class or representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant.

30. The claims under Labor Code sections 203 and 226 are derivative of the primary unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus additional risks posed by the need to take into account the discretionary nature of such awards and the "good faith" and other defenses available to Defendant. Thus, while these claims largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

31. **CMO, ¶¶ G(9)(b)(ii)-(iii):** As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled to civil penalties of around $783,000 should Plaintiff prevail on all claims and establish violations of multiple Labor Code sections for every

single pay period at issue. We estimated these amounts as follows: unpaid wages 2,500 pay periods * 100% violation rate * $100/violation = $250,000; meal break violations 2,500 pay periods * 10% violation rate * $100/violation = $25,000; rest break violations 2,500 pay periods * 100% violation rate * $100/violation = $250,000; wage statement violations 2,500 pay periods * 100% violation rate * $100/violation = $250,000; untimely final wages 80 former employees * 1 violation/employee * $100/violation = $8,000. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendants' various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. On a risk-discounted basis Plaintiff estimated the potential recovery at about $78,300 after applying an 80% risk discount to the maximum penalties, and then applying a further 50% reduction to account for the likelihood that the Court would reduce any penalties awarded ($783,000 * 0.8 + $156,600 * 0.5 = $78,300) Accordingly, the Parties allocated $10,000 to PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

32. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

33. Plaintiff and his counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving

substantially greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class, and the overall $165,000 recovery is a significant percentage of Defendant's potential maximum exposure. After applying various risk discounts based on Defendants' multi-layered procedural and merits defenses, Plaintiff estimated the risk-discounted exposure at about $348,000 as follows: 80% discount on the unpaid wage claim ($11,900), 80% on the meal break claim ($23,770), 90% on the rest break claim ($29,700), 80% on the wage statement claim ($49,190), and 80% on the waiting time penalties claim ($233,605). Accordingly, the proposed settlement represents around 47.5% of the estimated recovery after trial. Given these risks, a total recovery for the class of $165,000, which will result in average award of some $159 per class member, plus additional amounts under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF'S COUNSEL'S QUALIFICATIONS

34. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where my practice focused on complex business, employment, and insurance coverage disputes. In 2003, I became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly. Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer law matters, including both class actions and individual matters.

35. I have served as class and/or PAGA counsel in a number of wage and hour class and representative actions, including: Rivera v Reel Produce, Inc., Case No. 24-CGC-620797 (San Francisco County Superior Court); Alvarez v. Precision Fluid Controls, Inc., Case No. S-CV-0053902 (Placer County Superior Court); Santiago v. McKimmey Electric, Inc., Case No. STK-CV-UOE-2024-0005859 (San Joaquin Cty. Super. Ct.); Carranza v Brisbane Recycling Co.,

Inc., Case No. 24-CIV-01496 (San Mateo County Superior Court); Bajo-Islas v. Rossettas Enterprises, Inc., Case No. 25CV04159 (Santa Cruz County Superior Court); Peralta v Maverick Painting, Inc., Case No. 23CV417330 (Santa Clara County Superior Court); Arizaga v. Rackley Company, Inc. Case No. 23CV003138 (Sacramento County Superior Court); Martinez v. 'T' McGee Electric, Inc., Case No. CIVSB2114427 (San Bernardino County Superior Court); Castaneda v. Artistic Geometry, Inc., Case No. CGC-24-615195 (San Francisco County Superior Court); Herrera v. Stone Etc., Inc., et al., Case No. 21STCV43188 (Los Angeles Superior Court); Acosta v. Turlock Walnut Company, Case No. 22-CV-001051 (Stanislaus County Superior Court); Trujillo v. Ford Spraying, Inc., Case No. VCU298017 (Tulare County Superior Court); Velasquez v. Water Damage Rescue, Inc. Case No. 21STCV46033 (Los Angeles County Superior Court); Rico v. FMA Landscape Services, Inc., Case No. 23CV409762 (Santa Clara County Superior Court); Galindo v. Berro Management Company, Inc., Case No. 22STCV25853 (Los Angeles Superior Court); Quintero, et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-00106 (Merced County Superior Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194 (Alameda County Superior Court); Bolanos v Lyneer Staffing Solutions LLC, Case No. 23STCV21860 (Los Angeles County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-04104 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No. S-CV-0049217 (Placer County Superior Court); Delgado v Vander Woude Farms, Case No. 23CV-04131 (Merced County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino County Superior Court); Rios v AMI Foods, Inc. Case No. 22CV005381 (Alameda County Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San Francisco County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255 (San Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621 (Riverside County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No. 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin

Employment Cases, JCCP No. 4598 (San Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN (C.D. Cal.), Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court); George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior Court), Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County Superior Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County Superior Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County Superior Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County Superior Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior Court); Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior Court); Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa County Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707 (Riverside County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-00958467-CU-OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors, et al., Case No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy Door Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design, LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside County Superior Court).

36. During the approximately five years I was associated with DCC, the firm was appointed class counsel in over 20 class actions alleging violations of federal and California wage and hour laws. I played an integral role in litigating these matters, which included some of the largest and most complex wage and hour class actions ever brought in California. For instance, while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers employed by Citigroup (as well as several predecessor entities) for unpaid overtime,

reimbursement of business expenses, and improper deductions from wages. Although the matter initially was filed on behalf of a class of California-only employees, it eventually evolved into a nationwide class action on behalf of over 17,000 class members, and ultimately settled for approximately $106 million. Likewise, I played a prominent role in litigating Takacs v. A.G. Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions brought in California on behalf of stock brokers seeking recovery of overtime wages and reimbursement for business expenses and improper wage deductions, and one of the most extensively litigated such cases. The matter resulted in a comprehensive opinion denying defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

37. My firm has obtained several multi-million dollar wage and hour class action/PAGA settlements while serving as lead counsel in recent years, including a $9.75 million wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A, a $1.4 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential Mortgage Corporation, a $1.2 million dollar class action settlement in In re: First Franklin Employment Cases, and a $1.2 million dollar wage and hour class action/PAGA settlement in George v. Retail Merchandising Solutions, Inc.

38. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of November 2026, at Carlsbad, California.

J. Kirk Donnelly

Declarant

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement ("Agreement") is made by and between Marth Larreta ("Plaintiff") and EPE Industries USA, Inc. ("EPE"), JC International Staffing Services, Inc. and Jose Luis Cruz (together "JCI,") (EPE and JCI together are "Defendants"). Plaintiff and Defendants shall collectively be referred to as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Martha Larreta v. EPE Industries USA, Inc., et al.*, filed in the Superior Court of the State of California, County of Riverside, Case No. CVRI2402071 on April 17, 2024.

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

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Agreement" or "Settlement Agreement" shall mean this Class and PAGA Action Settlement Agreement, including the Class Notice.

1.5. "Aggrieved Employee" means all current and former individuals who worked for Defendant EPE, either directly, jointly with Defendant JCI, or jointly with any other labor contractor, as a non-exempt employee in the State of California from February 12, 2023 to August 25, 2026.

1.6. "Class" means all current and former individuals who worked for Defendant EPE, either directly, jointly with Defendant JCI, or jointly with any other labor contractor, as a non-exempt employee in the State of California from April 17, 2020 to August 25, 2026.

1.7. "Class Counsel" means J. Kirk Donnelly and The Law Offices of J. Kirk Donnelly, APC.

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

1.9. "Class Data" means a complete list of Class Members that Defendants will each provide to the Settlement Administrator which shall include the Class Member's name, last-known mailing address, Social Security Number, class work weeks, and PAGA pay periods during the Class Period.

1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. "Address Search" means the Administrator's investigation and search for current Class

Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.12. "Class Notice" means the Court approved Notice of Class Action Settlement to be mailed to Class Members in English (with a certified Spanish translation) in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13. "Class Period" means the period from April 17, 2020 through August 25, 2026.

1.14. "Class Representative" and "Class Representative Plaintiff" means Martha Larreta.

1.15. "Class Representative Service Payment" means the payments to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. "Complaint" refers to the operative complaint filed in the Action, which is the First Amended Complaint filed on or about January 24, 2025, alleging class and representative PAGA action claims.

1.17. "Court" means the Superior Court of California, County of Riverside.

1.18. "Defendants" means EPE Industries USA, Inc., JC International Staffing Services, Inc., and Jose Luis Cruz.

1.19. "Defense Counsel" means David Fishman and Amanda Koziol of Ballard Rosenberg Golper & Savitt LLP representing JCI, and Christina Loni and Anthony M. Iorio III of Wood Smith Henning & Berman LLP representing EPE.

1.20. "Effective Date" means the date by which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21. "Final Approval" means the Court's order granting final approval of the Settlement.

1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.23. "Gross Settlement Amount" or "GSA" means One Hundred Sixty-Five Thousand Dollars and Zero Cents ($165,000.00), which is the total amount Defendants agree to pay under the Settlement, with EPE agreeing to pay One Hundred Thirty-Eight Thousand Dollars and Zero Cents ($138,000.00) and JCI agreeing to pay Twenty-Seven Thousand Dollars and Zero Cents ($27,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and the Administrator's Expenses.

1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods Worked during the PAGA Period.

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

1.27. "LWDA" means the California Labor and Workforce Development Agency.

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

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

1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "PAGA Period" means the period from February 12, 2023 through August 25, 2026.

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

1.33. "PAGA Notice" means Plaintiff's February 2, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, totaling $10,000.00, allocated as 25% ($2,500.00) to the Aggrieved Employees and 75% ($7,500.00) to LWDA in settlement of PAGA claims.

1.35. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one shift during the PAGA Period.

1.36. "Participating Class Member" means a Class Member who does not submit a timely and valid Request for Exclusion from the Settlement.

1.37. "Plaintiff" means Martha Larreta, the named Plaintiff in the Action.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means Defendants and each of their former and present officers, directors, owners, shareholders, successors, PEOs, and assigns.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 45 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Weekly Report" refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited (i) Workweeks during the Class Period or (ii) Pay Periods Worked during the PAGA Period, received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Report must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.46. "Workweeks" means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS.

2.1. On April 17, 2024, Martha Larreta commenced the Action by filing a complaint alleging claims against Defendants under the Private Attorneys General Act Labor Code §§ 2698, *et seq.* for alleged violations of Labor Code sections 201-203, 204, 210, 216, 221-224, 226, 226.7, 245.5, 246, 450, 510, 512, 514, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, 2810.3, 2810.5, and all applicable wage orders. Plaintiff filed a First Amended Complaint on January 24, 2025 that added class action claims against Defendants for alleged Labor Code violations, including failure to pay wages due, including minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to pay all wages due on separation of employment, and unfair competition. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending a PAGA Notice on or about February 2, 2024.

2.3. On August 25, 2026, the Parties participated in an all-day mediation presided over by Craig Ackermann, Esq., which resulted in this Agreement to settle the Action.

2.4. Prior to and during mediation, in preparation of negotiating and reaching a settlement, Plaintiff obtained, through formal and informal discovery, documents and information, including but not limited to Plaintiff's personnel file and time/payroll records, Defendants' policies and practices regarding payroll, meal and rest breaks, and expense reimbursement, information relating to the size of the Class and the number of Aggrieved Employees, number of Workweeks, as well as a statistically significant sampling of payroll and timekeeping records of putative class members during the Class Period. Plaintiff's investigation was 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 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

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

2.7. The Parties recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. The Parties also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Based on the foregoing, the Parties believe the Settlement set forth in this Settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants agree to pay $165,000.00 and no more as the Gross Settlement Amount, with EPE agreeing to pay no more than $138,000.00 and JCI agreeing to pay no more than $27,000.00, plus any and all employer-side payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to any Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment of not more than $10,000.00 to the Class Representative- (in addition to any Individual Class Payment and any Individual PAGA

Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of no more than one-third (1/3) of the GSA, which is currently estimated to be $55,000.00, and a Class Counsel Litigation Expenses Payment of not more than $10,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. In support of the Class Counsel Litigation Expenses Payment, Class Counsel will submit an itemization of expenses incurred during the Action.If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form, and all employer-side payroll taxes on the Wage Portion will be paid from the Gross Settlement Amount. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual

Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will still be entitled to PAGA Payments.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $10,000.00 to be paid from the Gross Settlement Amount, with 75% ($7,500.00) allocated to the LWDA PAGA Payment and 25% ($2,500.00) allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class and Aggrieved Employee Size Estimates. Based on a review of its records to date, Defendants estimate there are 455 Class Members who collectively worked a total of 7,668 Workweeks, and 81 Aggrieved Employees who worked a total of 2,500 PAGA Pay Periods.

4.2. Class Size and Workweek Escalator Clause. If the number of Workweeks exceeds 7,668 by 5%, or 8,051 Workweeks, then EPE must pay a proportional increase to its share of the GSA (i.e., if the number of Workweeks exceeds 7,668 by 6%, then EPE would have to increase its share of the GSA by 1%). If EPE declines to increase the GSA, then Plaintiff must notify all Parties in writing of her election to void the Settlement within ten (10) business days after receipt of written notice from EPE of its decision to decline any increase to the GSA. Defendants also estimate there are 81 Aggrieved Employees and 2,500 Pay Periods during the PAGA Period. Defendant JCI is exempt from and shall have no obligation to fund any increase to the GSA pursuant to this Paragraph.

4.3. Class and Aggrieved Employee Data. Not later than twenty (20) days after service of notice of entry of the Order granting Preliminary Approval of the Settlement, Defendants each will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if either discovers that the Class Data omitted Class Member and/or Aggrieved Employee identifying information and to provide corrected or updated Class and/or Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.4. No later than five (5) business days after receipt of the Class Data, the Administrator

shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks in the Class Period and Pay Periods Worked in the PAGA Period, in the Class Data.

4.5. Funding of Gross Settlement Amount. Defendants shall fund their respective shares of the Gross Settlement Amount as follows:

4.5.1. JCI will fund its share of the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days after service of notice of entry of the Order and Judgment of Final Approval of the Settlement, or by April 1, 2028, whichever comes first. JCI shall pay all amounts necessary to fund its share of employer-side payroll taxes within ten (10) days of the final payment made by EPE under Paragraph 4.4.2. below.

4.5.2. EPE will fund its share of the Gross Settlement Amount by making thirteen (13) monthly payments of $10,000.00 each, and a final payment of $8,000.00. EPE shall make the first monthly payment no later than February 28, 2027, and shall make each successive payment no later than the last day of the following calendar month (i.e, the second payment shall be due on or before March 31, 2027, the third payment shall be due on or before April 30, 2027, etc). EPE shall pay all amounts necessary to fund its share of employer-side payroll taxes within ten (10) days of the final monthly payment. EPE shall be under no obligation to make any payments hereunder unless and until the Court has entered the Preliminary Approval Order and appointed the Settlement Administrator. In the event the Court does not enter the Preliminary Approval order until after February 28, 2027, then EPE shall make the first payment within ten (10) days after the Court enters the Preliminary Approval Order.

4.6. Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fully fund the Gross Settlement Amount and all amounts necessary to pay the employer-side payroll taxes, the Administrator will issue payments for: (1) Individual Class Payments, (2) all Individual PAGA Payments, (3) the LWDA PAGA Payment, (4) the Administration Expenses Payment, (5) the Class Counsel Fees Payment, (6) the Class Counsel Litigation Expenses Payment, and (7) the Class Representative Service Payments. Disbursements of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Individual Settlement Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.6.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will mail a reminder postcard to all individuals who have not cashed their settlement checks within sixty (60) days of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). If the recipient is both a Participating Class Member and Aggrieved Employee, the Payments may be contained in a single check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.6.2. The Administrator must conduct an Address Search for all Class Members and

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

4.6.3. For any Class Member whose Individual Class Payment checks or Individual PAGA Payment checks are uncashed and cancelled after the void date, and subject to Court approval, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member/Aggrieved Employee.

4.6.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when each Defendant fully funds its respective share of Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1. Class Representative Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. In consideration of Defendants' promises and agreements as set forth herein, Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions, or occurrences, from the beginning of time through the execution of this Agreement including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint including but not limited to any and all any claims related to Plaintiff's employment with Defendants and for wages, meal period premiums, rest period premiums, reimbursements, bonuses, severance pay, vacation pay, sick pay, penalties, employment benefits, stock options, violation of any personnel policy; and any and all claims against Defendants or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law including, but not limited to, those claims arising out of employment, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative Complaint, Plaintiff's PAGA Notice or released under Paragraphs 5.2 and 5.3, below ("Class Representative Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any timed. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2. Release by Participating Class Members: Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from any and all claims arising during the Class Period and alleged, or reasonably could have been alleged, based on the facts and allegations in the operative Complaint, including any and all claims involving the alleged failure to provide compliant meal and rest breaks and/or missed break premiums, failure to pay minimum and off-the-clock wages, inaccurate wage statements, failure to pay timely final and wages in general, and unfair business practice claims based on the foregoing and based on the Labor Code claims alleged in the operative Complaint (the "Class Released Claims"). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Participating Class Members do not release any claims of Class Members against any labor contractors, other than JCI, who supplied workers to EPE during the Class Period.

5.3. Release by Aggrieved Employees and the State of California: All Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from any and all claims for PAGA Penalties that were alleged in the PAGA Notice and operative Complaint, or reasonably could have been alleged, based on the facts and allegations in the operative Complaint, including but not limited to claims for violation of Labor Code sections 201-203, 204, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2810.3, and including claims for unpaid minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s) that are alleged to have occurred during the PAGA Period (the "Released PAGA Claims"). The PAGA Release Claims shall not release any PAGA claims of or the State of California against any labor contractors, other than JCI, who supplied workers to EPE during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiff's Responsibilities. Within 30 days after full execution of this Agreement, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (iv) signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Labor Code § 2699.3, subd. (a)), operative Complaint (Labor Code § 2699, subd. (l)(1)), and this Agreement (Labor Code § 2699, subd. (1)(2)). In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. As required by the operative Case Management Order, all Defendants and all Defense Counsel will submit declarations disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defendants and Defense Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel Class Counsel will expeditiously finalize and file the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtain a prompt mutually convenient hearing date for the Motion for Preliminary Approval; and Class Counsel and Defense Counsel will appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

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

6.4 Defendants' Right To Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15 total Class Members, then either Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if either Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, each Defendant will remain responsible for paying an equal share of all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of the election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

7.4.1 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with (Spanish translation) substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed upon by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.3 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Notices are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4 If the Administrator, Defense Counsel, Class Counsel, or Defendants are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise

options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by email, fax, or mail, a signed written Request for Exclusion Form (Exhibit B hereto) containing the Class Member's name, address, and phone number, no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion Form must be postmarked, emailed, or faxed by the Response Deadline.

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

7.5.2 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.3 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by submitting an Objection Form (Exhibit C hereto) by fax, email, or mail no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Class member identifying information shall not be shared with Class Counsel. Class Counsel will receive general reports from the Administrator as detailed in the next section.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not less than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the

reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

8.6 Under California Rule of Court 3.771(b), the Administrator will provide notice of the Judgment to the Class by posting a copy of the Judgment on its website for a period of no less than sixty (60) days following entry of Judgment.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative Complaint and/or PAGA Notice have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

Nothing herein shall restrict Class Counsel from complying with filing and notice requirements to

the LWDA relating to PAGA settlements or otherwise including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

9.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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

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

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

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

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

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

9.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Class Counsel and Plaintiff agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Lawsuit, Defendants or the Released Parties, or the settlement of this Lawsuit. Class Counsel and Plaintiff agree that any website or social media posting will refer to Defendants' respective names simply as "Confidential."

9.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class and PAGA Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class and PAGA Data.

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

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

9.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
kdonnelly@jkd-law.com

To EPE:

Christina Loni
Anthony Iorio III
Wood Smith Hennings & Berman LLP

901 Via Piamonte, Suite 205
Ontario CA 91764
cloni@wshblaw.com
aiorio@wshblaw.com

To JCI:

David Fishman
Amanda Koziol
Ballard Rosenberg Golper & Savitt LLP
15760 Ventura Blvd., Suite 18th Floor
Encino CA 91436
dfishman@brgslaw.com
akoziol@brgslaw.com

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

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

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF

Date: 11 / 09 / 2026

Martha Larreta
MARTHA LARETTA

DEFENDANTS

EPE INDUSTRIES USA, INC.

Date: _____

Sign: _____

Print Name: _____

Its: _____

Doc ID: 5d1b686ae6058a86505847ac831699fd1ae8b081

JC INTERNATIONAL STAFFING SERVICES, INC.

Date: 11/4/26

Sign: _____

Print Name: Jose Luis Cruz

Its: _____

Date: 11/4/26

_____
JOSE LUIS CRUZ

APPROVAL AS TO FORM BY COUNSEL

Date: _____

LAW OFFICES OF J. KIRK DONNELLY, APC

_____
J. Kirk Donnelly
Attorneys for Class Representative and Plaintiff Marth Larreta

WOOD SMITH HENNING & BERMAN LLP

Date: _____

_____
Christina Loni
Anthony M. Iorio III
Attorneys for Defendant EPE Industries USA, Inc.

BALLARD ROSENBERG GOLPER & SAVITT, LLP

Date: 11/5/2026

_____
David Fishman
Amanda Koziol
Attorneys for Defendants JC International Staffing Services, Inc. and Jose Luis Cruz

JC INTERNATIONAL STAFFING SERVICES, INC.

Date: _____ Sign: _____

Print Name: _____

Its: _____

Date: _____ _____

JOSE LUIS CRUZ

APPROVAL AS TO FORM BY COUNSEL

Date: 11/6/26 LAW OFFICES OF J. KIRK DONNELLY, APC

J. Kirk Donnelly

J. Kirk Donnelly
Attorneys for Class Representative and Plaintiff Marth Larreta

WOOD SMITH HENNING & BERMAN LLP

Date: _____ _____

Christina Loni
Anthony M. Iorio III
Attorneys for Defendant EPE Industries USA, Inc.

BALLARD ROSENBERG GOLPER & SAVITT, LLP

Date: _____ _____

David Fishman
Amanda Koziol
Attorneys for Defendants JC International Staffing Services, Inc. and Jose Luis Cruz

Exhibit “A”

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

Martha Larreta v EPE Industries USA, Inc., JC International Staffing Services, Inc., and Jose Luis Cruz

Superior Court of the State of California, County of Riverside

Case No. CVRI2402071

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against EPE Industries USA, Inc. ("EPE"), and JC International Staffing Services, Inc. and Jose Luis Cruz (together "JCI") (both EPE and JCI will be referred to as "Defendants"), for alleged wage and hour violations. The Action is brought by Martha Larreta ("Plaintiff") and seeks payment of damages and penalties for (1) unpaid regular and overtime wages, (2) meal period and/or rest break violations, (3) wage statement violations, (4) waiting time penalties for failure to timely pay upon termination; and (5) unfair competition pursuant to Business and Professions Code Section 17200, *et seq*.to all hourly, non-exempt employees who worked for Defendant EPE, either directly, jointly with Defendant JCI, or jointly with any other labor contractor, in the State of California at any time from April 17, 2020 to August 25, 2026 (the "Class Members"). Plaintiff sought penalties for the same underlying Labor Code violations under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendant EPE, either directly, jointly with Defendant JCI, or jointly with any other labor contractor, in California during the PAGA Period (February 12, 2023 to August 25, 2026) (the "Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring Defendants to fund individual class payments, and (2) a PAGA settlement requiring Defendants to fund individual PAGA payments and make payment to the California Labor & Workforce Development Agency ("LWDA").

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Based on Defendants' records, and the Parties' current assumptions, your individual class payment (which is subject to payroll tax withholdings) and your individual PAGA payment are shown in the chart below, along with the workweeks and pay periods worked you are estimated to have worked during the Class Period and PAGA Period, respectively, according to Defendants' records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Defendants' records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	$INSERT (Individual PAGA Payment)

The Court has already preliminarily approved the proposed Settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below*:*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) **DEADLINE:**	If you don't want to fully participate in the proposed settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) not receive an individual class payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be made to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA Released Claims. See Section **10** of this Notice.
OBJECT	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether

DEADLINE: _____	to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **3** of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED **DEADLINE:** _____	If you believe that your number of workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your individual class payment and PAGA payment (if any) depend on how many workweeks and pay periods you worked during the Class and PAGA Periods. The number you are credited are shown in the chart on the first page, and are based on Defendants' records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section **4** of this Notice.

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: _____ **TIME:** _____ **A.M. / P.M.**	At the Final Approval Hearing, the Court will decide whether to finally approve the settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former direct employee of JCI and was staffed to work at EPE. The Action claims Defendants violated California labor laws by failing to pay minimum wages, overtime wages, meal and rest period premiums, and timely wages, and failing to provide meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were

successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members.

The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $165,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement as follows: (a) JCI will pay $27,000.00 within 60 days after the Court enters its Order and Judgment finally approving the Settlement; and (b) EPE will pay $138,000.00 in fourteen monthly payments starting in approximately February 2027 and continuing to approximately April 2028. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

    A. $55,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorney's fees and up to $10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. $10,000.00 to Plaintiff Martha Larreta as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.

    C. Up to $10,000.00 to the Administrator for services administering the Settlement.

    D. $10,000.00 for the PAGA settlement, allocated 65% ($6,500.00) to the LWDA PAGA Payment and 35% ($3,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The

Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each individual class payment to taxable wages ("Wage Portion") and 80% to unreimbursed expenses, penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. . The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California State Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____ (the Response Deadline) that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion Form, which was included with this Notice, by _____. You should make sure the Request for Exclusion Form is filled out completely with your name, present address, telephone number, and signature. Class Members who opt out (i.e., Non-Participating Class Members) will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

   You cannot opt-out of the PAGA portion of the settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and

Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks and Pay Periods worked, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the judgment is final and Defendants have fully funded their respective shares of the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the Class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this settlement.

   The Participating Class Members will be bound by the following release:

Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative Complaint that are alleged to have occurred during the Class Period, including but not limited to claims for failure to provide compliant meal and rest breaks and/or missed break premiums, failure to pay minimum and off-the-clock wages, inaccurate wage statements, failure to pay timely final and wages in general, and unfair business practice claims. The Class Released Claims shall not release any claims of Class Members against any labor contractors, other than JCI, who supplied workers to EPE during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the entire Gross Settlement and (separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or the Release Parties based on the PAGA Period facts alleged in the Action and resolved by this settlement.

    The Aggrieved Employee will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Release Parties, from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including claims for violation of Labor Code sections 201-203, 204, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2810.3, and including claims for unpaid minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s). . The PAGA Release Claims shall not release any PAGA claims of Plaintiff or the LWDA against any labor contractors, other than JCI, who supplied workers to EPE during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $3,500.00 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of workweeks and pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The check will combine the individual class payment and the individual PAGA payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, an individual PAGA payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed Request for Exclusion Form, filled out completely with your name, present address, telephone number, and last four numbers of your social security number, and be sure to personally sign the Form. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your completed and signed Request for Exclusion Form to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. If you wish to object you must complete an Objection Form **The deadline for sending Objection Forms to the Administrator is INSERT DATE (the "Response Deadline")**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Larreta v EPE Industries* and include your name, current address, telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on INSERT DATE at 8:30

a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St., Riverside, California 92501. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access) and entering the Case Number for the Action, Case No. CVRI2402071. You may also view the Court's file at the Clerk's Office, located in the Old Historic Courthouse, 4050 Main St., Riverside, California 92501. The Agreement is attached as Exhibit 1 to the Declaration of J. Kirk Donnelly, filed on _____, 2026.

DO NOT TELEPHONE OR CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
760-209-5894
kdonnelly@jkd-law.com

Settlement Administrator:

XX
Email Address
Mailing Address
Telephone Number
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit “B”

REQUEST FOR EXCLUSION FORM

Larreta v. EPE Industries, USA, et al., Case No. CVRI2402071

AS EXPLAINED IN MORE DETAIL IN THE NOTICE ACCOMPANYING THIS FORM, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE PROPOSED CLASS/REPRESENTATIVE ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you do ***not*** want to be included in the class portion of the Settlement, and do ***not*** want to receive a settlement payment as part of the class portion of the Settlement, you must complete this form and return it to the address below, postmarked, emailed or faxed, no later than [response deadline]:

Larreta v. EPE Industries USA Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address]

I wish to be excluded from the class portion of the settlement and I do ***not*** want to participate in the proposed class action settlement. I understand this means that I will ***not*** be bound by the class action settlement and will ***not*** receive any payment from the settlement, but I will retain whatever rights I may have, if any, with respect to the class claims raised in the lawsuit referenced above.

NOTE: If you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Settlement.

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____ _____
(*signature*)

Exhibit “C”

OBJECTION FORM

Larreta v. EPE Industries USA, Inc., et al., Case No. CVRI2402071

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS PORTION OF THE PROPOSED CLASS/REPRESENTATIVE ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE

To object to the class portion of the proposed Class/Representative Action Settlement you may complete this form and return it to the address below, postmarked, mailed or faxed no later than [response deadline]:

Larreta v EPE Industries USA Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address, email, fax]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice. You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the class portion of the proposed Class/Representative Action Settlement whether you submit this Form or not.

NOTE: you may not object to the PAGA portion of the Class/Representative Action Settlement

I OBJECT to the *Larreta v EPE Industries USA* Class Action Settlement for the following reasons:

_____

_____

_____

_____

[You may attached additional pages or materials as necessary]

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____ _____

(*signature*)

EXHIBIT 2

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

Martha Larreta v EPE Industries USA, Inc., JC International Staffing Services, Inc., and Jose Luis Cruz

Superior Court of the State of California, County of Riverside

Case No. CVRI2402071

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against EPE Industries USA, Inc. ("EPE"), and JC International Staffing Services, Inc. and Jose Luis Cruz (together "JCI") (both EPE and JCI will be referred to as "Defendants"), for alleged wage and hour violations. The Action is brought by Martha Larreta ("Plaintiff") and seeks payment of damages and penalties for (1) unpaid regular and overtime wages, (2) meal period and/or rest break violations, (3) wage statement violations, (4) waiting time penalties for failure to timely pay upon termination; and (5) unfair competition pursuant to Business and Professions Code Section 17200, *et seq*.to all hourly, non-exempt employees who worked for Defendant EPE, either directly, jointly with Defendant JCI, or jointly with any other labor contractor, in the State of California at any time from April 17, 2020 to August 25, 2026 (the "Class Members"). Plaintiff sought penalties for the same underlying Labor Code violations under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendant EPE, either directly, jointly with Defendant JCI, or jointly with any other labor contractor, in California during the PAGA Period (February 12, 2023 to August 25, 2026) (the "Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring Defendants to fund individual class payments, and (2) a PAGA settlement requiring Defendants to fund individual PAGA payments and make payment to the California Labor & Workforce Development Agency ("LWDA").

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Based on Defendants' records, and the Parties' current assumptions, your individual class payment (which is subject to payroll tax withholdings) and your individual PAGA payment are shown in the chart below, along with the workweeks and pay periods worked you are estimated to have worked during the Class Period and PAGA Period, respectively, according to Defendants' records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Defendants' records you are not eligible for an individual PAGA payment under the settlement because you didn't work during the PAGA Period.)

If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	$INSERT (Individual PAGA Payment)

The Court has already preliminarily approved the proposed Settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below*:*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) **DEADLINE:**	If you don't want to fully participate in the proposed settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) not receive an individual class payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be made to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA Released Claims. See Section **10** of this Notice.
OBJECT	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether

DEADLINE: _____	to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **3** of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED **DEADLINE:** _____	If you believe that your number of workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your individual class payment and PAGA payment (if any) depend on how many workweeks and pay periods you worked during the Class and PAGA Periods. The number you are credited are shown in the chart on the first page, and are based on Defendants' records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section **4** of this Notice.

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: _____ **TIME:** _____ **A.M. / P.M.**	At the Final Approval Hearing, the Court will decide whether to finally approve the settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former direct employee of JCI and was staffed to work at EPE. The Action claims Defendants violated California labor laws by failing to pay minimum wages, overtime wages, meal and rest period premiums, and timely wages, and failing to provide meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were

successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members.

The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $165,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement as follows: (a) JCI will pay $27,000.00 within 60 days after the Court enters its Order and Judgment finally approving the Settlement; and (b) EPE will pay $138,000.00 in fourteen monthly payments starting in approximately February 2027 and continuing to approximately April 2028. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

    A. $55,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorney's fees and up to $10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. $10,000.00 to Plaintiff Martha Larreta as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.

    C. Up to $10,000.00 to the Administrator for services administering the Settlement.

    D. $10,000.00 for the PAGA settlement, allocated 65% ($6,500.00) to the LWDA PAGA Payment and 35% ($3,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The

Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each individual class payment to taxable wages ("Wage Portion") and 80% to unreimbursed expenses, penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. . The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California State Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____ (the Response Deadline) that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion Form, which was included with this Notice, by _____. You should make sure the Request for Exclusion Form is filled out completely with your name, present address, telephone number, and signature. Class Members who opt out (i.e., Non-Participating Class Members) will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

   You cannot opt-out of the PAGA portion of the settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and

Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks and Pay Periods worked, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the judgment is final and Defendants have fully funded their respective shares of the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the Class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this settlement.

   The Participating Class Members will be bound by the following release:

Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative Complaint that are alleged to have occurred during the Class Period, including but not limited to claims for failure to provide compliant meal and rest breaks and/or missed break premiums, failure to pay minimum and off-the-clock wages, inaccurate wage statements, failure to pay timely final and wages in general, and unfair business practice claims. The Class Released Claims shall not release any claims of Class Members against any labor contractors, other than JCI, who supplied workers to EPE during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the entire Gross Settlement and (separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or the Release Parties based on the PAGA Period facts alleged in the Action and resolved by this settlement.

    The Aggrieved Employee will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Release Parties, from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including claims for violation of Labor Code sections 201-203, 204, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2810.3, and including claims for unpaid minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage statements; failure to keep accurate and complete payroll records; and all applicable wage orders and applicable sections of the relevant Industrial Welfare Commission Wage Order(s). . The PAGA Release Claims shall not release any PAGA claims of Plaintiff or the LWDA against any labor contractors, other than JCI, who supplied workers to EPE during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $3,500.00 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of workweeks and pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The check will combine the individual class payment and the individual PAGA payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, an individual PAGA payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed Request for Exclusion Form, filled out completely with your name, present address, telephone number, and last four numbers of your social security number, and be sure to personally sign the Form. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your completed and signed Request for Exclusion Form to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. If you wish to object you must complete an Objection Form **The deadline for sending Objection Forms to the Administrator is INSERT DATE (the "Response Deadline")**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Larreta v EPE Industries* and include your name, current address, telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on INSERT DATE at 8:30

a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St., Riverside, California 92501. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access) and entering the Case Number for the Action, Case No. CVRI2402071. You may also view the Court's file at the Clerk's Office, located in the Old Historic Courthouse, 4050 Main St., Riverside, California 92501. The Agreement is attached as Exhibit 1 to the Declaration of J. Kirk Donnelly, filed on _____, 2026.

DO NOT TELEPHONE OR CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
760-209-5894
kdonnelly@jkd-law.com

Settlement Administrator:

XX
Email Address
Mailing Address
Telephone Number
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3

REQUEST FOR EXCLUSION FORM

Larreta v. EPE Industries, USA, et al., Case No. CVRI2402071

AS EXPLAINED IN MORE DETAIL IN THE NOTICE ACCOMPANYING THIS FORM, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE PROPOSED CLASS/REPRESENTATIVE ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you do ***not*** want to be included in the class portion of the Settlement, and do ***not*** want to receive a settlement payment as part of the class portion of the Settlement, you must complete this form and return it to the address below, postmarked, emailed or faxed, no later than [response deadline]:

Larreta v. EPE Industries USA Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address]

I wish to be excluded from the class portion of the settlement and I do ***not*** want to participate in the proposed class action settlement. I understand this means that I will ***not*** be bound by the class action settlement and will ***not*** receive any payment from the settlement, but I will retain whatever rights I may have, if any, with respect to the class claims raised in the lawsuit referenced above.

NOTE: If you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Settlement.

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____ _____
(*signature*)

EXHIBIT 4

OBJECTION FORM

Larreta v. EPE Industries USA, Inc., et al., Case No. CVRI2402071

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE CLASS PORTION OF THE PROPOSED CLASS/REPRESENTATIVE ACTION SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE

To object to the class portion of the proposed Class/Representative Action Settlement you may complete this form and return it to the address below, postmarked, mailed or faxed no later than [response deadline]:

Larreta v EPE Industries USA Settlement Administration
c/o Settlement Administrator
[Settlement Administrator address, email, fax]

The Court will consider your objection at the Final Approval Hearing described in the accompanying Notice. You may also appear at the Final Approval Hearing, either by yourself or with your own attorney, and make an oral objection to the class portion of the proposed Class/Representative Action Settlement whether you submit this Form or not.

NOTE: you may not object to the PAGA portion of the Class/Representative Action Settlement

I OBJECT to the *Larreta v EPE Industries USA* Class Action Settlement for the following reasons:

_____

_____

_____

_____

[You may attached additional pages or materials as necessary]

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____ _____

(*signature*)

EXHIBIT 5

LAW OFFICES OF J. KIRK DONNELLY, APC

2173 Salk Avenue, Suite 250 · Carlsbad, California 92008
(760) 209-5894 · www.jkd-law.com

February 2, 2024

J. Kirk Donnelly
kdonnelly@jkd-law.com

VIA ELECTRONIC SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAfilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL

Jose Luis Cruz, CEO
JC International Staffing Services, Inc.
2112 E. 4th St., Suite 220
Santa Ana CA 92705

Troy Merrell, CEO
EPE Industries USA, Inc.
17835 Newhope St., #G
Fountain Valley CA 92708

JC International Staffing Services, Inc.
c/o DDC Financial, Inc.
Agent for Service of Process
909 S. Central Ave. Ste. D
Compton CA 90220

EPE Industries USA, Inc.
c/o Nick Kwon
Agent for Service of Process
17835 Newhope St., #G
Fountain Valley CA 92708

Subject: *Martha Larreta adv. JC International Staffing, Jose Luis Cruz, and EPE Industries USA, Inc.*
Cal. Labor Code section 2699.3 Notice of Labor Code Violations

Dear LWDA PAGA Administrator:

This office represents Martha Larreta ("Complainant") in connection with her claims under the California Labor Code. Complainant is a former joint employee of JC International Staffing Services, Inc. ("JC Int'l") and EPE Industries USA, Inc ("EPE"). Jose Luis Cruz is the CEO/owner of JC Int'l. JC Int'l, EPE and Mr. Cruz are referred to collectively as the "Employer."

Complainant intends to seek civil penalties, attorney's fees, unpaid wages, costs and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). This letter is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and

2699.5. This letter further reserves any and all rights by Complainant to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, employer is on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. If Employer intends to cure the alleged violations within the statutory time period set forth in §§ 2699 and 2699.3(a), the employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, employee will commence a civil action pursuant to Section 2699.

Based on the following summary of the facts and theories upon which Complainant will base his claims, Complainant requests the LWDA regard this Notice as written notice of his intent to seek civil penalties against Employer. The specific provisions of the California Labor Code Employer has violated requiring this notice include, but are not limited to California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, 2810.3, and all applicable Wage Orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) Labor Code sections 210, 225.5, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and (3) IWC Wage Order 1-2001, section 20 and any other applicable Wage Order.

Employer is Liable for All Temporary Agency Workers

Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor in California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to the labor contractor legal duties or liabilities under workplace safety provisions with respect to workers provided by the labor contractor. It defines a client employer as a business entity that obtains or is provided workers to perform labor within the usual course of business from a labor contractor. It defines a labor contractor as an individual or entity that supplies workers, either with or without a contract, to a client employer to perform labor within the client employer's usual course of business.

Pursuant to section 2810.3, EPE, as the client employer, shares in all legal responsibility and civil liability with JC Int'l, as the labor contractor, for all workers supplied by such labor contractor(s), for payment of wages.

The Employer; Summary of Labor Code Violations

JC Int'l and its managing agent(s), including Mr. Cruz, own, operate, or otherwise manage a staffing company providing temporary staffing to third-party businesses. EPE and its managing

agents own, operate or otherwise manage a business that designs and manufactures packaging. EPE, as the client employer, obtained staffing services and temporary employees from JC Intl'l as the labor contractor, including Complainant.

While Employer may be a successful company/may have a noble mission, it does not comply with California labor law. Among other things, Employer failed/fails to keep accurate and complete time records for employees; failed/fails to pay employees for all hours worked; failed/fails to pay employees at least minimum wage for all hours worked or overtime rates for overtime work; failed/fails to provide employees with proper meal, rest, and/or compensate Complainant and similarly situated aggrieved employees an additional hour of premium pay for missed/improper meal and rest periods; failed/fails to pay all wages earned by employees on at least semimonthly paydays; failed/fails to provide proper and accurate wage statements to employees; failed/fails to provide proper notices regarding employee pay; and failed/fails to pay employees all earned and unpaid wages when they separated/separate from employment, Further descriptions of the above-mentioned violations and others are explained below.

Complainant and the Aggrieved Employees

At all relevant times, Complainant was a non-exempt employee jointly employed with both JC Int'l and EPE, and was staffed by JC Int'l at EPE's packaging manufacturing business. Throughout this time, she was paid an hourly rate for time counted by Employer as hours worked.

At all relevant times, Complainant was an aggrieved employee as defined in Labor Code §2699(c) ("any person who was employed by the alleged violator who was employed by the alleged violator and against whom one or more of the violations was committed"). She seeks recovery for the Labor Code violations set forth herein on behalf of herself and other similarly aggrieved employees, defined to include all current and former non-exempt employees EPE, whether employed directly by EPE or through a labor contractor, including but not limited to current and former non-exempt employees of JC Int'l who were employed by JC Int'l and staffed and jointly employed at EPE, in the State of California within one year of the filing of this Notice. Complainant believes and hereon alleges that Employer has employed an unknown number of similarly aggrieved employees in California, and further alleges on information and belief that there may 50 or more aggrieved employees.

Labor Code Violations

Failure to Pay Wages Due (Minimum Wages, Straight Time and Overtime): California Labor Code section 1197 requires that employees must be paid at least the minimum wage fixed by the IWC for all hours worked. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. The minimum wage standard applies to each hour employees worked for which they were not paid. An employer's failure to pay for any time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. California Labor Code section 510 and the IWC Wage Orders also require

employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week.

Complainant and other aggrieved employees worked hours for which they were not paid at least the applicable minimum wage, including without limitation hours worked being rounded off, and working "off the clock," such that Complainant and other aggrieved employees lost compensation. Accordingly, Employer failed to pay Complainant and other aggrieved employees for all compensable hours worked at the appropriate minimum wage, regular rate, and/or overtime rate.

Employer's conduct as described above caused Complainant and other aggrieved employees to lose hours worked and corresponding pay, violates Labor Code sections 512, 1194-1199, and Wage Order 1-2001, section 7. These violations subject Employer to civil penalties under said sections and Labor Code section 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by all non-exempt employees. IWC Wage Order 1-2001, section 7 similarly requires employers to keep time records showing when the employees begin and end each work period, and reflecting the time during which a meal period(s) was provided each day.

At all relevant times, Employer has failed, and continues to fail, to keep the required time records. Employer did not accurately record all of Complainant and aggrieved employees hours worked, including time during which a meal period(s), if any, was provided.

Employer's failure to keep "accurate and complete" payroll records for Complainant and other aggrieved employees violates Labor Code sections 1174, 1198, 1199, and Wage Order 1-2001, section 7. These violations subject Employer to civil penalties under Labor Code sections 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.[1]

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code 512; IWC Wage Order 1-2001, § 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required

[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid*.

Employers covered by Industrial Welfare Commission ("IWC") Wage Order 1-2001 have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. IWC Wage Order 1-2001, § 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker,* 53 Cal.4th 1004, 1052-1053, citing §7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or improper (e.g., less than 30 minutes, interrupted meal period, first meal period provided after 5 hours, second meal period provided after 10 hours) meal period. Lab. Code §226.7; IWC Wage Order 1-2001, § 11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker,* 53 Cal.4th 1004.

Employer failed to maintain a company meal period policy compliant with California law and failed to provide Complainant and other aggrieved employees with all required meal periods, and/or meal periods were not provided until after the start of the fifth hour work. Complainant and other aggrieved employees were not permitted to leave the premises during meal periods. Liability for aggrieved employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable wage orders requirements. The fact that employees may legally waive meal breaks does not affect this result. Because Employer failed to maintain a compliant written meal period policy, failed to provide Complainant and other aggrieved employees with all required meal periods, failed to provide Complainant and other aggrieved employees with timely meal periods, it also failed to provide Complainant and other aggrieved employees with all meal breaks required under California law. Employer failed to pay them premiums for such missed meal breaks in violation of California law. *Brinker,* 53 Cal.4th 1004.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and IWC Wage Order 1-2001, § 11(A) and (C). These violations subject Employer to civil penalties under Labor Code §§ 558 and 2699, and Wage Order 1-2001, § 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.[2] Employer's failure to provide valid meal periods, and the automatic

[2] See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 1-2001, § 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

deduction for meal periods that were not provided/valid, ultimately resulted/results in further violations, such as violation of Labor Code section 1174 discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. IWC Wage Order 1-2001, § 12(A). Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)) rest period. Lab. Code §226.7; IWC Wage Order 1-2001, § 12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Employer did not maintain a company rest period policy and/or practice compliant with California law, and Employer frequently did not provide Complainant and other aggrieved employees with appropriate rest periods, particularly as to third rest periods on shifts exceeding 10 hours. Per Employer's policy and/or practice, Complainant and other aggrieved employees were not adequately informed and instructed about, and thereby were not afforded an adequate opportunity to take, proper rest breaks per California law. Further, Employer failed to pay Complainant and other aggrieved employees with an additional hour of pay at Complainant's and other aggrieved employees' regular rates of pay for each missed or improper rest period. Because Employer failed to fully and accurately calculate and record time, it also failed to provide Complainant and other aggrieved employees with all rest breaks required under California law. Employer failed to pay them premiums for such missed rest breaks in violation of California law. *Brinker, supra,* 53 Cal.4th 1004. Complainant and other aggrieved employees would not receive proper rest breaks, nor would they be separately compensated for said rest breaks in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 1-2001, § 12(A). These violations subject Employer to civil penalties under Labor Code section 2699, and Wage Order 1-2001, § 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.[3]

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his, her, or its employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate

[3] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); IWC Wage Order 1-2001, § 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Lab. Code §226.

As a result of Employer's violations of various Labor Code and Wage Order provisions, as discussed herein, Employer failed to provide accurate wage statements with respect to multiple categories set forth in Labor Code section 226, including without limitation gross wages earned, total hours worked, net wages earned. Employer's wage statements further violate Labor Code section 226 on their face as they do not identify the name and address of the legal entity that is the employer. These violations subject Employer to civil penalties under Labor Code sections 226 and 226.3. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statutory provisions were violated.[4]

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Employer's violations with respect to meal periods, rest periods, and minimum wages result in separate violations of sections 1198 and 1199, which subject Employer to civil penalties under Labor Code sections 1197.1 and 2699.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. Labor Code section 202 states similar provisions with respect to employees who resign. Employer still has not paid aggrieved employees all wages earned and unpaid at the time of discharge, in that Employer has not paid for, inter alia: (1) all hours worked due to rounding, and (2) an additional hour of pay for meal and rest periods not provided and/or that were not compliant. These violations subject Employer to civil penalties under Labor Code section 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the statute provisions were violated.[5]

Failure to Provide Personnel and Pay Records

Pursuant to California Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order(s), including Wage Order 1, Section 6(A), an employer must provide copies of an employee's wage records within 21 calendar days of a request, must provide copies of personnel records within 30 calendar days of a request, and must provide copies of any instrument relating to the obtaining or holding of employment upon request. Complainant made a written request to Employer to produce records under the above-referenced Labor Code sections, but Employer did

[4] See Lab. Code § 226.3 (establishing that the civil penalty is "per employee per violation").

[5] (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty…for each failure to pay each employee").

not respond to the request within the mandated time frames. These violations subject Employer to civil penalties under Labor Code sections 226 and 1198.5, and Wage Order 1, § 20. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each violation.

Employer has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Complainant and other aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699 and 2699.3(a) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Commissioner elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of herself and all other California non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Avenue, Suite 250
Carlsbad, CA 92008
Main: 760-209-5894
Email: kdonnelly@jkd-law.com

Thank you for your attention to this matter.

Sincerely,
LAW OFFICES OF J. KIRK DONNELLY, APC

J. Kirk Donnelly

J. Kirk Donnelly

Thank you for submission of your PAGA Case.

From: LWDA DO NOT REPLY (lwdadonotreply@dir.ca.gov)

To: kdonnelly@jkd-law.com

Date: Friday, February 2, 2024 at 08:04 AM PST

2/2/2024

LWDA Case No. LWDA-CM-1008783-24
Law Firm : Law Offices of J. Kirk Donnelly, APC
Plaintiff Name : Martha Larreta
Employer: JC International Staffing Services, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 6

Thank you for your Court Complaint Submission.

From: DIR PAGA Unit (no-reply@formassembly.com)

To: kdonnelly@jkd-law.com

Date: Monday, November 9, 2026 at 09:15 AM PST

11/09/2026 09:14:46 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 7