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*)