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Attorneys for Plaintiff Giovanni Crespin and Jennifer Siemon and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

GIOVANNI CRESPIN, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act; and JENNIFER SIEMON, individually and on behalf of other similarly situated employees,

Plaintiffs,

vs.

JOHN OWENS SERVICES, INC., a California Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV00994

Honorable Oscar A. Pardo
Department 19

DECLARATION OF KEVIN LEE OF PHOENIX SETTLEMENT ADMINISTRATORS, IN SUPPORT OF IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENTS, AND SETTLEMENT ADMINISTRATION COST

Date:	December 2, 2026
Time:	3:00 p.m.
Dept:	19
Complaint Filed:	February 6, 2024
FAC Filed:	August 8, 2024
SAC Filed:	February 18, 2025
Trial Date:	Not Set

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Settlement Administrator for *Giovanni Crespin, et al. v. John Owens Services, Inc.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) reviewing and confirming the number of weeks each Class Member worked during the period from February 6, 2020 to November 3, 2025 ("Class Period") and the number of pay periods that each PAGA Employee worked during the time period from February 1, 2023 to November 3, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Request for Exclusion"), written objections to the Class Settlement ("Notice of Objection"), and/or disputes regarding the number of Workweeks and/or Pay Periods submitted by Class Members ("Dispute"); (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Employees; (vii) issuing the payment to Class Counsel for Attorneys' Fees and Costs, the Enhancement Payments to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 19, 2026, Phoenix received the Court approved text for the Class Notice from Class Counsel.

4. On June 3, 2026, Phoenix received a data file from Defendant's counsel that contained each Class Member's full name, last known mailing addresses, Social Security number, dates worked for Defendant during the Class Period, number of Workweeks worked during the

Class Period, and number of Pay Periods worked during the PAGA Period for those Class Members who are also PAGA Employees ("Class List"). The Class List was uploaded to Phoenix's database and checked for duplicates and other possible discrepancies. The final Class List contained one hundred sixty-eight (168) individuals identified as Class Members who worked 8,837 Workweeks. Accordingly, the Escalator Clause was not triggered.

5. On June 17, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the Class List of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

6. On June 17, 2026, Phoenix mailed the Class Notice via U.S. first class mail, in English, to all one hundred sixty-eight (168) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

7. As of the date of this declaration, fourteen (14) Class Notices have been returned to Phoenix. None were returned with a forwarding address. For the fourteen (14) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the fourteen (14) Class Notices that were skip traced, twelve (12) updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members via first class mail.

8. As of the date of this declaration, two (2) Class Notices remain undeliverable since an updated address could not be obtained via skip trace.

9. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion. The Response Deadline was August 1, 2026.

10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection. The Response Deadline was August 1, 2026.

11. As of the date of this declaration, Phoenix has received zero (0) Disputes The Response Deadline was August 1, 2026.

12. There are one hundred sixty-eight (168) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of eight thousand eight hundred thirty-seven (8,837) Workweeks during the Class Period. Each Workweek is valued at approximately $22.21.

13. The Net Settlement Amount of $196,250.00 available to pay Settlement Class Members was determined by subtracting the requested attorneys' fees ($138,250.00), maximum amount allocated for attorneys' costs ($25,000.00), requested Enhancement Payments to Plaintiffs (total, $10,000.00), PAGA Amount ($20,000.00), and the requested Settlement Administration Costs ($5,500.00) from the Gross Settlement Amount ($395,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $6,662.33, the lowest Individual Settlement Share to be paid is approximately $22.21, while the average Individual Settlement Share to be paid is approximately $1,168.15. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net is the Individual Settlement Payment).

15. Additionally, $20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA" and "LWDA Payment"), and 25%, or $5,000.00 ("PAGA Employee Amount"), of which shall be paid to the PAGA Employees. There are ninety-two (92) PAGA Employees who worked a total of three thousand thirty-one (3,031) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $145.17, the average Individual PAGA Payment to be paid is approximately $54.35, and the estimated lowest Individual PAGA Payment is $1.65.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $5,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on November 3, 2026, at Orange, California.



KEVIN LEE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Giovanni Crespin; Jennifer Siemon v. John Owens Services, Inc.
Superior Court of California for the County of Sonoma, Case No. 24CV00994

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Giovanni Crespin ("Plaintiff Crespin") and Jennifer Siemon ("Plaintiff Siemon") (together, "Plaintiffs") and Defendant John Owens Services, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Giovanni Crespin; Jennifer Siemon v. John Owens Services, Inc.*, Sonoma County Superior Court, Case No. 24CV00994 ("Action"), which may affect your legal rights. On May 20, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on **December 2, 2026, at 3:00 p.m.,** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

"**Class Period**" means the period from February 6, 2020, through November 3, 2025.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

"**PAGA Period**" means the period from February 1, 2023, through November 3, 2025.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On February 1, 2024, Plaintiff Crespin provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). On February 6, 2024, Plaintiff Crespin commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On August 8, 2024, Plaintiff Crespin filed a First Amended Class and Representative Action Complaint in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). On February 18, 2025, Plaintiffs filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added Plaintiff Siemon as a named plaintiff.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant vigorously denies all the claims and contentions made in the Action and PAGA Letter and maintains it has fully complied with the law. However, Defendant has agreed to settle the Action to avoid the expense of litigation.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant.

On May 20, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Giovanni Crespin and Jennifer Siemon as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Noam Y. Rieffman
Marrisa A. Mayhood
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $138,250.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Five Thousand Dollars and Zero Cents ($5,000.00) each to Plaintiffs (total, $10,000.00) for their services in the Action; (3) the amount of Twenty Thousand Dollars and Zero Cents ($20,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($15,000.00) ("LWDA Payment") and the remaining 25% ($5,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Five Thousand Five Hundred Fifty Dollars and Zero Cents ($5,550.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From February 6, 2020, through November 3, 2025 (i.e., the Class Period), you are credited as having worked «Total_Weeks» Workweeks.**
- **From February 1, 2023, through November 3, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Crespin, et al. v. John Owens Services, Inc.*, Case No. 24CV00994); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before August 1, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «ESA_Before_Paga». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amount» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement Class Members who cash their checks are deemed to have waived all Released Class Claims inclusive of claims under the Fair Labor Standards Act. Settlement Class Members who do not cash their checks shall be deemed to waive all Released Class Claims except for a claim under the Fair Labor Standards Act.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all causes of action and claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses in connection therewith; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal

periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203);); (vii) failure to reimburse business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of Action or legal theories of relief pleaded in the PAGA Letter and the Operative Complaint; and (x) any claim for costs and attorneys' fees and expenses in connection therewith.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $138,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Five Thousand Dollars and Zero Cents ($5,000.00) each to Plaintiffs (total, $10,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Five Thousand Five Hundred Fifty Dollars and Zero Cents ($5,550.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

A Request for Exclusion must: (a) contain the case name and number of the Action (*Crespin, et al. v. John Owens Services, Inc.*, Case No. 24CV00994); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contain the following statement or a similar statement: "I wish to exclude myself from the settlement reached in the matter of *Crespin, et al. v. John Owens Services, Inc.* I understand that by excluding myself, I will not receive any money from the Class settlement reached in this matter but may still be eligible for payment under the portion of the settlement allocated under PAGA."; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before August 1, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Crespin, et al. v. John Owens Services, Inc.*, Case No. 24CV00994); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before August 1, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 19 of the Sonoma County Superior Court, located at 3055 Cleveland Avenue, Suite 200, Santa Rosa, California 95403, on **December 2, 2026, at 3:00 p.m.,** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely, please use the following:

Department 19

TO JOIN ZOOM ONLINE:

- Meeting ID: 160-421-7577
- Password: 410765
- https://sonomacourt-org.zoomgov.com/j/1604217577

TO JOIN ZOOM BY PHONE:

- By Phone (same meeting ID and password as listed for each calendar):
- +1 669 254 5252 US (San Jose)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You can view the Settlement Agreement and other documents filed in the action by visiting the Sonoma County Superior Court's online portal at https://cmsportal.sonomacourt.org/iportal.

When you arrive at the site, look for the icon labeled "Smart Search" and click on it. You will be taken to a page where you are instructed to enter the case number provided above. After entering the case number, check the box that says "I'm not a robot" and then click Submit. Once the search results appear, you will see the case name and case number displayed in blue text on the far left-hand side of the screen. Click on the blue text, and you will be taken to the case page.

From there, you can view the Settlement Agreement and any other documents related to the Action.

You may also visit the Settlement Administrator's website at crespin-v-john-owens-services.phoenixcases.com for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	168
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	168
Subtotal Admin Only	**$6,227.94**
TOTAL COSTS	**$5,500.00**
Fixed Fee	

November 3, 2026

Case: Crespin v. John Owens Services, Inc.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$140.00	1	$140.00
Call Center & Long Distance	$2.00	17	$33.60
NCOA (USPS)	$0.15	168	$25.20
		Total	**$598.80**

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$105.00	1	$105.00
Data Merge & Duplication Scrub	$0.35	168	$58.80
Notice Packet & Opt-Out Form	$1.50	168	$252.00
Postage (up to 1 oz.)	$0.84	168	$141.12
		Total	**$556.92**

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	$55.00	1	$55.00
Skip Tracing Undeliverables	$1.00	0	$0.00
Remail Notice Packets	$1.50	0	$0.00
Estimated Postage	$0.60	0	$0.00
Programing Undeliverables	$50.00	1	$50.00
		Total	**$105.00**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	$100.00	2	$200.00
Non Opt-Out Processing	$200.00	2	$400.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$5.00	0	$0.00
Case Manager	$85.00	2	$170.00
		Total	**$935.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$100.00	2	$200.00
Disbursement Review	$100.00	1	$100.00
Programming Manager	$95.00	2	$190.00
QSF Fees, Bank Account & EIN	$75.00	2	$150.00
Check Run Setup & Printing	$125.00	1	$125.00
Mail Class Checks, W2 and 1099 *	$1.50	168	$252.00
Estimated Postage Checks, W2 and 1099	$0.79	168	$132.72
		Total	**$1,149.72**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$1.50	5	$7.50
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	1	$115.00
Unchashed Check Notice Postcard (Postage Included)	$1.50	30	$45.00
Uncashed Check QSF Tax Filing	$150.00	3	$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	$1,200.00	1	$1,200.00
		Total	**$2,882.50**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Total: $6,227.94