

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Giovanni Crespin
4 (“Plaintiff Crespin”) and Plaintiff Jennifer Siemon (“Plaintiff Siemon”) (together, “Plaintiffs” or
5 “Class Representatives”), individually, and on behalf of all others similarly situated and on behalf of
6 the State of California with respect to aggrieved employees, and Defendant John Owens Services, Inc.
7 (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as “Parties” and individually as
8 “Party”).

9 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
10 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
11 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. On February 1, 2024, Plaintiff Crespin provided written notice to the Labor and
14 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
15 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
16 Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

17 2. On February 6, 2024, Plaintiff Crespin filed a Class Action Complaint in the action
18 entitled *Giovanni Crespin v. John Owens Services, Inc.*, Sonoma County Superior Court Case No.
19 24CV00994 (“Action”), thereby commencing a putative class action against Defendant.

20 3. On August 8, 2024, Plaintiff Crespin filed a First Amended Class and Representative
21 Action Complaint in the Action, which added a cause of action under the Private Attorneys General
22 Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”).

23 4. On February 18, 2025, Plaintiffs filed a Second Amended Class and Representative
24 Action Complaint (“Operative Complaint”) in the Action, which added Plaintiff Siemon as a named
25 plaintiff.

26 5. The Operative Complaint alleges ten (10) causes of action for violations of the
27 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
28 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant

1 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
2 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
3 to reimburse necessary business expenses, for violations of California Business & Professions Code
4 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
5 penalties under PAGA based on the aforementioned California Labor Code violations.

6 6. Defendant denies and continues to deny all of Plaintiffs' material allegations.
7 Specifically, Defendant contends (1) it did not fail to pay employees the minimum, straight time,
8 regular rate, and/or overtime wages; (2) it paid the employees for all hours worked; (3) it provided the
9 employees with all meal periods according to law and/or paid meal period premiums; (4) it provided
10 the employees with all rest breaks according to law and/or paid rest break premiums; (5) it did not fail
11 to timely pay employees wages due and owing during employment and/or upon separation; (6) it
12 provided the employees with accurate itemized wage statements, consistent with Labor Code Section
13 226; (7) it properly maintained all payroll records; (8) it reimbursed all business expenses; (9) the
14 PAGA Employees, as defined below, are not entitled to penalties under PAGA; and (10) Defendant is
15 not liable for damages, including attorneys' fees and costs of litigation to the employees.

16 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
17 including any and all applicable defenses and the applicable law. The investigation included, *inter*
18 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
19 The Parties engaged in sufficient informal discovery and investigation to assess the relative merits of
20 the claims and contentions of the Parties.

21 8. On September 4, 2025, the Parties participated in mediation with Chris Barnes, Esq.
22 (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of
23 the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'
24 settlement discussions were conducted at arms' length, and the Settlement is the result of an informed
25 and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks
26 associated with continued litigation, including the risk of significant costs and delay, the risk of non-
27 certification, the defenses asserted by Defendant, the risks of adverse determinations on the merits,
28 and numerous potential appellate issues. Based on Class Counsel's investigation and evaluation, Class

Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. Notwithstanding the foregoing, in the interest of avoiding further litigation, the Parties desire to fully and finally settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein). The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 13.

b. “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).

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Noam Y. Rieffman, Marissa A. Mayhood, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following

information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number or Tax ID; (4) dates worked for Defendant during the Class Period; (5) number of Workweeks worked during the Class Period; and (6) number of Pay Periods worked during the PAGA Period, for those Class Members who are also PAGA Employees.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “Exhibit A.”

f. “Class Period” means the period from February 6, 2020 through November 3, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Sonoma.

i. “Defendant’s Counsel” means Andrea Rosenkranz of O’Hagan Meyer.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the first business day following the last of the following occurrences: (i) if no Settlement Class Member both objects and also files either a timely motion to intervene and/or timely motion to vacate the judgment, then sixty (60) calendar days following the date the Court enters the Final Approval Order and Judgment; (ii) if a Settlement Class Member both objects and either files a timely motion to intervene or timely motion to vacate the judgment, then sixty-one (61) calendar days following the date the Court enters the Final Approval Order and Judgment, assuming no appeal is filed; or (iii) if a Settlement Class Member both objects and also files

1 a timely motion to intervene or files a motion to vacate the Judgment and also files a timely appeal,
2 then the date of final resolution of that appeal (including any requests for rehearing and/or petitions
3 for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with
4 no further challenge to the Settlement being possible. The occurrence of the Effective Date is a
5 prerequisite to any obligation of Defendant to fund the Gross Settlement Amount, defined below.

6 l. “Employer Taxes” means the employer’s share of taxes and contributions in
7 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
8 in addition to the Gross Settlement Amount.

9 m. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in
10 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA
11 Employees, and general release of claims, as set forth in Paragraph 14.

12 n. “Final Approval” means the determination by the Court that the Settlement is
13 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

14 o. “Final Approval Hearing” means the hearing at which the Court will consider
15 and determine whether the Settlement should be granted Final Approval.

16 p. “Final Approval Order and Judgment” means the order granting final approval
17 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
18 Parties, and subject to approval by the Court.

19 q. “Gross Settlement Amount” means the amount of Three Hundred Ninety-Five
20 Thousand Dollars and Zero Cents (\$395,000.00) to be paid by Defendant in full satisfaction of the
21 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
22 Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement
23 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
24 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
25 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
26 Settlement Amount is subject to increase, as provided in Paragraph 17.

27 ///

28 ///

1 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
2 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
3 calculated in accordance with Paragraph 19.

4 s. “Individual Settlement Payment” means the net payment of each Settlement
5 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
6 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
7 Paragraph 20.

8 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
9 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
10 in accordance with Paragraph 18.

11 u. “LWDA Payment” means the amount Fifteen Thousand Dollars and Zero Cents
12 (\$15,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under
13 the PAGA Settlement, as set forth in Paragraph 15.

14 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
15 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
16 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
17 Settlement Administration Costs.

18 w. “Notice of Objection” means a Settlement Class Member’s written objection to
19 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
20 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
21 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
22 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
23 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
24 specified address, postmarked on or before the Response Deadline.

25 x. “PAGA Amount” means the allocation of Twenty Thousand Dollars and Zero
26 Cents (\$20,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
27 percent (75%) of the PAGA Amount, or \$15,000.00, will be paid to the LWDA (i.e., the LWDA
28 Payment) and the remaining twenty-five percent (25%), or \$5,000.00, will be distributed to the PAGA

1 Employees (i.e., the PAGA Employee Amount).

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

6 z. “PAGA Employee Amount” means the amount of Five Thousand Dollars and
7 Zero Cents (\$5,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a
8 *pro rata* basis based on their Pay Periods.

9 aa. “PAGA Period” means the period from February 1, 2023 through November 3,
10 2025.

11 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
12 Claims.

13 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
14 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.

15 dd. “Preliminary Approval” means the date on which the Court enters the
16 Preliminary Approval Order.

17 ee. “Preliminary Approval Order” means the order granting preliminary approval
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
19 the Court.

20 ff. “Released Class Claims” means all causes of action and claims that were
21 alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained
22 in the Operative Complaint, including all of the following claims for relief: (i) failure to pay all
23 minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510,
24 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab.
25 Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv)
26 failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide
27 complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time
28 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.

gg. “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.

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

ii. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) contain the following statement

1 or a similar statement: “I wish to exclude myself from the settlement reached in the matter of *Crespin*,
2 *et al. v. John Owens Services, Inc.* I understand that by excluding myself, I will not receive any money
3 from the Class settlement reached in this matter but may still be eligible for payment under the portion
4 of the settlement allocated under PAGA.”; and (d) be returned by mail to the Settlement Administrator
5 at the specified address, postmarked on or before the Response Deadline.

6 jj. “Response Deadline” means the deadline by which Class Members must submit
7 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
8 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
9 Class Members, unless the forty-fifth day falls on a Sunday or Federal holiday, in which case the
10 Response Deadline will be extended to the next day on which the United States Postal service is open.
11 The Response Deadline may also be extended by express agreement between Class Counsel and
12 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
13 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
14 Response Deadline.

15 kk. “Settlement Administrator” means Phoenix Class Action, or any other third-
16 party class action settlement administrator agreed to by the Parties and approved by the Court for
17 purposes of administering the Settlement. The Parties and their counsel each represent that they do
18 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
19 the Settlement Administrator that could create a conflict of interest.

20 ll. “Settlement Administration Costs” means the costs payable from the Gross
21 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
22 Paragraph 16.

23 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
24 who do not submit a timely and valid Request for Exclusion.

25 nn. “Workweeks” means the number of weeks each Class Member worked for
26 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.

27 ///

28 ///

1 **CLASS CERTIFICATION**

2 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the
3 Class.

4 12. The Parties agree that certification for the purpose of settlement is not an admission
5 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
6 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
7 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
8 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
9 non-settlement context.

10 **TERMS OF THE AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
12 forth herein, the Parties agree, subject to the Court's approval, as follows:

13 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
14 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
15 Gross Settlement Amount (i.e., \$138,250.00 if the Gross Settlement Amount is \$395,000.00) and
16 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
17 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
18 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
19 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
20 the Action, including without limitation all work performed and costs incurred to date, and all work
21 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
22 Settlement Agreement, including any objections raised and any appeals necessitated by those
23 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
24 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
25 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
26 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
27 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

28 ///

1 14. Enhancement Payments. Defendant agrees not to oppose or impede any application or
2 motion by Plaintiffs for Enhancement Payments in the amounts up to Five Thousand Dollars and Zero
3 Cents (\$5,000.00) each to Plaintiffs (total, \$10,000.00). The Enhancement Payments, which will be
4 paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other
5 payments they are entitled to under the Settlement. Plaintiffs shall be solely and legally responsible
6 for correctly characterizing this compensation for tax purposes and for paying any taxes on the
7 amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the
8 Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by
9 the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the
10 Settlement Class Members.

11 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated from the Gross Settlement
13 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
14 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$15,000.00, will be
15 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$5,000.00, will be
16 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
17 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
18 Individual PAGA Payments).

19 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently estimated not to exceed Five Thousand Five Hundred Fifty Dollars and Zero Cents
22 (\$5,550.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
23 approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other
24 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing
25 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
26 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
27 process the Settlement, and as requested by the Parties. Any portion of the estimated, designated,
28 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to

the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that as of September 4, 2025, the Class Members worked a total of 8,054 Workweeks during the Class Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10% (exceeds 8,860), then Defendant shall have the option of either (i) increasing the Gross Settlement Amount by an amount determined by the following formula: $[(\text{Actual Number of Workweeks} - 8,860) \div 8,860] \times \text{Gross Settlement Amount}$; or (ii) changing the end date of the Class Period and PAGA Period to the date in which there are no more than 8,054 Workweeks. Defendant can only elect option (ii) prior to the filing of the motion for preliminary approval.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

1 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
2 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
3 (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
4 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
5 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
6 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
7 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
8 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
9 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
10 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
11 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

12 21. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
14 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
15 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
16 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
17 taxes and other legally required withholdings to the appropriate government authorities.

18 22. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
19 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
20 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
21 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
22 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
23 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
24 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
25 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
26 Members, and PAGA Employees should consult with their tax advisors concerning the tax
27 consequences of any payment they receive under the Settlement.

28 ///

23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any

bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

///

1 28. Notice by First-Class U.S. Mail.

2 a. Within ten (10) business days after receiving the Class List from Defendant, the
3 Settlement Administrator will perform a search based on the National Change of Address Database or
4 any other similar services available, such as provided by Experian, for information to update and
5 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
6 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
7 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

8 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
9 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
10 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
11 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
12 attempt to determine the correct address using a skip-trace or other search, using the name, address,
13 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
14 calendar days.

15 c. Compliance with the procedures described herein above shall constitute due and
16 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
17 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
18 provide notice of the Settlement.

19 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
20 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
21 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
22 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
24 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
25 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
26 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
27 However, if a Class Member produces information and/or documents to the contrary, the Settlement
28 Administrator will evaluate the materials submitted by the Class Member and the Settlement

1 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
2 the disputing Class Member should be credited with under the Settlement. The Settlement
3 Administrator's decision on such disputes will be final and non-appealable.

4 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
5 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
6 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
7 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
8 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
9 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
10 submitted, and also identify the individuals who have submitted a timely and valid Request for
11 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
12 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
13 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
14 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
15 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
16 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
17 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
18 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
19 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
20 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
21 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
22 submit a Request for Exclusion.

23 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
24 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
25 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
27 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
28 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely

1 and complete and which were not), and also attach them to a declaration that is to be filed with the
2 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
3 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
4 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
5 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
6 whether they have submitted a Notice of Objection.

7 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
8 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
9 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
10 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
11 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
12 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
13 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
14 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
15 Dispute.

16 33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
17 submit timely and valid Requests for Exclusion, Defendant, in its sole discretion, may elect to rescind
18 the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided
19 to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the
20 Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion
21 following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs
22 of settlement administration owed to the Settlement Administrator incurred up to that date.

23 34. Certification of Completion. Upon completion of administration of the Settlement, the
24 Settlement Administrator will provide a written declaration under oath to certify such completion to
25 the Court and counsel for all Parties.

26 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
27 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
28 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)

Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than approximately one hundred twenty (120) calendar days after Preliminary Approval of the Settlement. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. By September 12, 2026, or five (5) business days after the Effective Date, whichever is later, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also

1 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
2 timely forward these to the appropriate government authorities.

3 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
4 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
5 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
6 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
7 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
8 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
9 Members and PAGA Employees are not required to submit a claim to be issued an Individual
10 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
11 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
12 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
13 associated with such canceled checks shall be distributed by the Settlement Administrator to Legal
14 Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure
15 Section 384. The Parties and their counsel each represent that they do not have any financial interest
16 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of
17 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
18 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
19 cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the
20 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts
21 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or
22 withholding associated with canceled Individual Settlement Payments, all such amounts shall also be
23 transmitted to Legal Aid at Work. Settlement Class Members whose Individual Settlement Payment
24 checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees
25 whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA
26 Settlement.

27 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
28 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,

1 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
2 Released Class Claims. Settlement Class Members who cash their checks are deemed to have waived
3 all Released Class Claims inclusive of claims under the Fair Labor Standards Act. Settlement Class
4 Members who do not cash their checks shall be deemed to waive all Released Class Claims except for
5 a claim under the Fair Labor Standards Act. Released Class Claims for Settlement Class Members
6 who worked for Defendant in California during the Class Period shall have their claims released during
7 the Class Period.

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

12 41. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
13 Settlement Amount, Plaintiffs, individually and on behalf of their respective heirs, executors,
14 administrators, representatives, attorneys, successors and assigns knowingly and voluntarily release
15 and forever discharge Defendant, including any and all parent corporations, affiliates, subsidiaries,
16 managers, predecessors, insurers, successors and assigns, including but not limited to each of their
17 current and former attorneys, officers, directors and agents thereof, both individually and in their
18 business capacities (collectively, "Plaintiffs' Released Parties"), to the fullest extent permitted by law,
19 of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiffs have
20 or may have against the Plaintiffs' Released Parties as of the date of execution of this Settlement
21 Agreement. Plaintiffs are not waiving any rights Plaintiffs may have to: (i) Plaintiffs' respective vested
22 accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any,
23 as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under
24 applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are
25 expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims
26 which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement
27 Agreement.

28 ///

1 42. To affect a full and complete general release as described above, Plaintiffs expressly
2 waive and relinquish their respective rights and benefits of § 1542 of the Civil Code of the State of
3 California and do so understanding and acknowledging the significance and consequence of
4 specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states: A
5 **GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR**
6 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
7 **AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
8 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
9 **THE DEBTOR OR RELEASED PARTY.** Thus, notwithstanding the provisions of § 1542, and to
10 implement a full and complete release and discharge of all Parties, Plaintiffs expressly acknowledge
11 this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiffs
12 do not know or suspect to exist in Plaintiffs' respective favors at the time of signing this Settlement
13 Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.
14 Plaintiffs warrant, respectively and for themselves and no others, that they have read this Settlement
15 Agreement, including this waiver of California Civil Code § 1542, and that Plaintiffs have consulted
16 with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Settlement
17 Agreement and specifically about the waiver of § 1542, and that Plaintiffs understand this Settlement
18 Agreement and the § 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement
19 Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in
20 addition to those Plaintiffs now know or believe to be true regarding the matters released or described
21 in this Settlement Agreement, and even so Plaintiffs agree that the releases and agreements contained
22 in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery
23 of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in
24 connection with the true facts involved in the matters, disputes or controversies released or described
25 in this Settlement Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

26 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
27 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
28 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for

sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

45. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

1 46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
4 full authority to enter into this Settlement Agreement, and further intend that this Settlement
5 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
6 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
7 confidentiality provisions that otherwise might apply under state or federal law.

8 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
9 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
10 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
11 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
12 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
13 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
14 Member and PAGA Employee.

15 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 54. California Law Governs. All terms of this Settlement Agreement and attached exhibits
18 hereto will be governed by and interpreted according to the laws of the State of California.

19 55. Execution and Counterparts. This Settlement Agreement is subject only to the
20 execution of all Parties. However, this Settlement Agreement may be executed in one or more
21 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
22 copies of the signature page, will be deemed to be one and the same instrument.

23 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
25 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
26 account all relevant factors, present and potential. The Parties further acknowledge that they are each
27 represented by competent counsel and that they have had an opportunity to consult with their counsel
28 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement

1 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
2 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

3 57. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement
6 Agreement valid and enforceable.

7 58. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
8 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
9 to implement the Settlement.

10 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
11 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
12 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
13 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
14 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
15 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
16 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
17 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
18 construed as an admission or concession by Defendant of any such violations or failures to comply
19 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
20 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
21 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
22 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
23 federal, state, local, or other applicable law.

24 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
25 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
26 intent of the provisions of this Settlement Agreement.

27 61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one Party than another merely by virtue of the fact that it may have
2 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
3 negotiations between the Parties, all Parties have contributed equally to the preparation of this
4 Settlement Agreement.

5 62. Representation By Counsel. The Parties acknowledge that they have been represented
6 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
7 that this Settlement Agreement has been executed with the consent and advice of counsel, and
8 reviewed in full.

9 63. All Terms Subject to Final Court Approval. All amounts and procedures described in
10 this Settlement Agreement herein will be subject to final Court approval.

11 64. Notices. All notices, demands, and other communications to be provided concerning
12 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
13 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
14 as follows:

15 To Plaintiffs and Class Counsel:

16 Jonathan M. Genish

17 jgenish@blackstonepc.com

18 Karen I. Gold

19 kgold@blackstonepc.com

20 Marissa A. Mayhood

21 mmayhood@blackstonepc.com

22 Noam Y. Reiffman

23 nreiffman@blackstonepc.com

24 Alexandra Rose

25 arose@blackstonepc.com

26 James S. Winn Jr.

27 jwinn@blackstonepc.com

28 **BLACKSTONE LAW, APC**

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Andrea Rosenkranz

arosenkranz@ohaganmeyer.com

O'HAGAN MEYER

4695 MacArthur Court, Suite 900

Newport Beach, California 92660

Tel: (949) 942-8500 / Fax: (949) 942-8510

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF GIOVANNI CRESPIN

Gio Crespini

Dated: 01/20/2026

Plaintiff Giovanni Crespini

PLAINTIFF JENNIFER SIEMON

Dated: _____

Plaintiff Jennifer Siemon

**DEFENDANT JOHN OWENS SERVICES,
INC.**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant John Owens Services,
Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Alexandra Rose

Tel: (949) 942-8500 / Fax: (949) 942-8510

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF GIOVANNI CRESPIN

Dated: _____

Plaintiff Giovanni Crespín

PLAINTIFF JENNIFER SIEMON

Dated: 01/19/2026

Jennifer Siemon

Plaintiff Jennifer Siemon

**DEFENDANT JOHN OWENS SERVICES,
INC.**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant John Owens Services,
Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Alexandra Rose

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF GIOVANNI CRESPIN

Dated: _____

Plaintiff Giovanni Crespín

PLAINTIFF JENNIFER SIEMON

Dated: _____

Plaintiff Jennifer Siemon

**DEFENDANT JOHN OWENS SERVICES,
INC.**

Dated: 01/14/2026

 _____
John Owens (Jan 14, 2026 15:07:30 PST)

Full Name: John Owens

Title: Owner / President

On behalf of Defendant John Owens Services,
Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Alexandra Rose

Tel: (949) 942-8500 / Fax: (949) 942-8510

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF GIOVANNI CRESPIN

Dated: _____

Plaintiff Giovanni Crespin

PLAINTIFF JENNIFER SIEMON

Dated: _____

Plaintiff Jennifer Siemon

**DEFENDANT JOHN OWENS SERVICES,
INC.**

Dated: _____

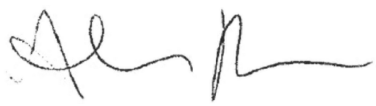
Full Name: _____

Title: _____
On behalf of Defendant John Owens Services,
Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 01/20/2026



Alexandra Rose

*Attorneys for Plaintiffs Giovanni Crespino,
Jennifer Siemon, and Proposed Class Counsel*

O’HAGAN MEYER

Dated: 01/14/2026



Andrea Rosenkranz (Jan 14, 2026 12:07:20 PST)
Andrea Rosenkranz
*Attorneys for Defendant John Owens Services,
Inc.*

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 [Date of Preliminary Approval], 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 [REDACTED] Workweeks.**
- **From February 1, 2023 through November 3, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] 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 [Response Deadline]**.

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 \$ [REDACTED]. 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 \$ [REDACTED] 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:

[Settlement Administrator]
[Mailing Address]

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 [Response Deadline]**.

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 [Response Deadline]**.

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 **[date]**, at **[time]**, 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 [REDACTED] 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: [REDACTED].