SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

LUIS CORONA, individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. S. P. RICHARDS COMPANY, doing business in California as, GEORGIA S.P. RICHARDS COMPANY, a Georgia corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: CVRI2401430 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Luis Corona ("Plaintiff" or "Class Representative"), as an individual and on behalf of all others similarly situated, and Defendant S.P. Richards Company (aka Georgia S. P. Richards Company) ("Defendant") (collectively with Plaintiff, the "Parties").

DEFINITIONS

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

1. "Action" means *Luis Corona v. S.P. Richards Company*, *et al.,* No. CVRI2401430 (Riverside County Superior Court) for which the operative complaint shall be the Second Amended Complaint referenced in Section 30 below.

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, mediation fees and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys' fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Twenty Five Thousand Dollars ($125,000). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Thirty Thousand Dollars ($30,000), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses as set forth above. The Settlement Administrator (and not Defendant) shall issue IRS Form 1099 to Class Counsel reflecting the awarded Attorneys' Fees and Costs. The Parties agree that if the Court awards less than these amounts, the Settlement will remain in effect.

3. "Class Counsel" means Capstone Law APC.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address; Social Security number; dates of employment; and the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period.

5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the Class Period.

6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. "Class Period" means the period from March 15, 2020 through March 9, 2025.

8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his execution of a separate general release of claims (titled "General Release and Settlement Agreement"). Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars ($10,000). The Parties agree that if the Court awards less than this amount, the Settlement will remain in effect. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to Plaintiff reflecting Plaintiff's Class Representative Enhancement Payment.

9. "Court" means the Riverside County Superior Court where this Action is pending.

10. "Defendant" means Defendant S.P. Richards Company (aka Georgia S. P. Richards Company).

11. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, and the settlement is not otherwise challenged, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, or otherwise challenges the settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the

Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. "First Amended Complaint" ("FAC") means the first Amended Complaint filed by the named Plaintiff in this Action.

14. "Gross Settlement Amount" means the Gross Settlement Amount of Three Hundred Seventy Five Thousand Dollars ($375,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including any employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

15. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Fund and PAGA Fund.

16. "LWDA" means the California Labor and Workforce Development Department Agency.

17. "LWDA Letter" means the letter dated March 26, 2024, Class Counsel sent to the LWDA with a subject line of "Luis Corona v. S. P. Richards Company" alleging violations of the California Labor Code alleged to be recoverable under the PAGA.

18. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to

Defendant.

19. "Notice of Objection" means the form attached as Exhibit C.

20. "PAGA" means the Private Attorneys General Act. (Labor Code Section 2698 *et seq.*).

21. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the PAGA Period.

22. "PAGA Period" means the period from March 15, 2023 through March 9, 2025.

23. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the LWDA and PAGA Members in connection with Plaintiff's claim under the PAGA ("PAGA Settlement"). The Parties have agreed that Twenty Thousand Dollars ($20,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars ($15,000), of the PAGA Settlement Amount will be paid to the LWDA ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Five Thousand Dollars ($5,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

24. "Parties" means Plaintiff and Defendant collectively.

25. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

26. "Plaintiff" means Plaintiff Luis Corona.

27. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

28. "Released Class Claims" means all claims, rights, demands, liabilities, causes of action and relief asserted in the Action (including any amended complaint), or which reasonably could have been asserted by reason of, or in connection with, any matter or fact set forth or referred to in the Action (including any amended complaint) and ascertained in the course of the Action (including any amended complaint), including, but not limited to, statutory, constitutional, tort, common law, and/or contract claims and associated relief related to alleged failure to pay wages for off-the-clock work, failure to pay minimum wage, failure to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of

pay, failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages) during employment or on termination of employment, failure to reimburse business expenses and for passing off the cost of doing business and operating costs/expenses onto employees, failure to provide meal periods, failure to authorize and permit rest breaks, improper reimbursement practices, failure to provide accurate itemized wage statements, failure to keep accurate payroll records of hours worked, failure to provide written notice of all material terms of employment, failure to properly calculate paid sick leave and failure to timely pay all wages owed during employment (including but not limited to overtime wages, minimum wages, and/or meal and rest period premiums). This release expressly includes, without limitation, all such claims arising under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512(a), 516, 558, 558(a), 558(c), 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810, 2810.5, Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. § 211(c), and all other state and local wage/hour and wage payment laws, including wage orders (including, but not limited to, IWC wage order nos. 1, 4, 7, 9 and 17), and common law theories against the Released Parties up to and including March 9, 2025.

29. "Released PAGA Claims" means all claims and relief for civil penalties under California Labor Code §§ 2698, *et seq.*, that were asserted or could reasonably have been asserted based on any matter or fact set forth or referred to in Plaintiff's Second Amended Complaint and Plaintiff's LWDA letter and ascertained in the course of this Action including, but not limited to claims related to alleged failure to pay wages for off-the-clock work, failure to pay minimum wage, failure to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay, failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages) during employment or

on termination of employment, failure to reimburse business expenses and for passing off the cost of doing business and operating costs/expenses onto employees, failure to provide meal periods, failure to authorize and permit rest breaks, improper reimbursement practices, failure to provide accurate itemized wage statements, failure to keep accurate payroll records of hours worked, failure to provide written notice of all material terms of employment, failure to properly calculate paid sick leave and failure to timely pay all wages owed during employment (including but not limited to overtime wages, minimum wages, and/or meal and rest period premiums). This release expressly includes, without limitation, all such claims arising under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512(a), 516, 558, 558(a), 558(c), 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5 and §§ 2698 *et seq.* (Private Attorneys General Act). and IWC wage order nos. 1, 4, 7, 9 and 17 and California Code of Regulations Title 8, §§ 11000 *et seq.* based on the preceding claims and relief for civil penalties under California Labor Code §§ 2698, *et seq.*, that were asserted or could reasonably have been asserted based on any matter or fact set forth or referred to in Plaintiff's Second Amended Complaint and Plaintiff's LWDA letter and ascertained in the course of this Action as further detailed herein.

30. "Released Parties" means Defendant, its corporate parents, divisions, subsidiaries and affiliates, and its officers, directors, employees (current and former), shareholders, attorneys, insurers, benefit plans, servants and agents, together with their predecessors, successors, assigns and related entities.

31. "Request for Exclusion" means the form attached as Exhibit B.

32. "Response Deadline" means the deadline by which Class Members must postmark to the Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

33. “Second Amended Complaint” means the Second Amended Complaint to be filed by Plaintiff in this Action as referenced in Section 38.

34. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 284 Class Members, the Settlement Administration Costs are currently estimated to be Seven Thousand Four Hundred Fifty Dollars ($7,450.00).

35. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Settlement Agreement” means this Settlement Agreement, including permitted and executed amendments thereto.

37. “Workweeks” means the number of weeks worked by each Class Member during the Class Period, subtracting weeks on leave of absence (if any). All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

38. <u>Second Amended Complaint</u>. As a condition of settlement, Plaintiff will file a Second Amended Complaint (“SAC”) to conform the pleadings with the scope of the Released Class Claims and Released PAGA Claims. Defendant will not be required to file an answer or other responsive pleading to the SAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not

become final for any reason, then the SAC will be deemed withdrawn and the First Amended Complaint will again become the operative complaint without prejudice to Plaintiff's right to seek leave to file another amended complaint and without prejudice to Defendant's rights to object and/or challenge the FAC or an other amended pleading. Defendant does not impliedly or expressly waive any arguments or defenses to the FAC or SAC or other amended pleading.

39. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Three Hundred Seventy Five Thousand Dollars ($375,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding Date"). Disbursement of the Attorneys' Fees and Costs, Class Representative Enhancement Payment and Settlement Administration Costs shall not precede disbursement of the Individual Settlement Payments.

40. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Twenty Five Thousand Dollars ($125,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars ($30,000), both of which will be paid from the Gross Settlement Amount. The amount of Attorneys' Fees and Costs awarded to Class Counsel shall be deemed to compensate them fully for all the work already performed in this case and all the work remaining to be performed, including, but not limited to documenting the Settlement, securing Court approval of the Settlement, and ensuring that the Settlement is properly administered and implemented. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their award of attorneys' fees and costs. In the event the Court awards Class Counsel less than the amount of attorneys' fees and costs requested by Class Counsel, and Class Counsel decides not

to appeal the reduced award, or is unsuccessful in any appeal of the reduced award, the remaining amount will be distributed amongst Participating Class Members on a *pro rata* basis. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any and all tax liability, including penalties and interest, arising out of or relating to the taxes on any amounts paid pursuant to this Settlement Agreement. Except as otherwise provided herein and in anticipation of the motion by Class Counsel to have the Attorneys' Fees and Costs approved as contemplated herein, the Parties shall bear responsibility for their own fees, costs, and expenses incurred by them or arising out of this litigation and will not seek reimbursement from any party to this Settlement Agreement or the Released Parties.

41. Class Representative Enhancement Payment. In exchange for Plaintiff's execution, on behalf of himself and his heirs, representatives, successors, assigns and attorneys, of a separate general release entitled "General Release and Settlement Agreement" of the Released Parties that extends beyond Released Class Claims and Released PAGA Claims, a copy of which is attached hereto as Exhibit D, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars ($10,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement and the separate General Release and Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

42. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Seven Thousand Four Hundred Fifty Dollars ($7,450). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,

distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

43. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Twenty Thousand Dollars ($20,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars ($15,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Five Thousand Dollars ($5,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

44. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the PAGA settlement, and all PAGA Members will receive their shares of the PAGA Fund. Class Counsel will take all necessary steps to provide timely notice of the settlement to the LWDA.

45. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

46. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

47. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

47(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net

Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

47(b) Payments from the PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

48. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any

Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

49. Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

50. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

51. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will, within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

53. Class Notices. All Class Members will be mailed a Class Notice by the Settlement Administrator. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions;

(d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

54. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

55. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

56. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

//

57. Proportional Increase to Gross Settlement Amount. The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked approximately Twenty-One Thousand (21,000) Workweeks during the Class Period. If the actual number of workweeks worked by Class Members exceeds Twenty-One Thousand (21,000) by more than Ten Percent (10%) of this number, then Defendant has the option to either: (a) agree to increase the Gross Settlement Amount on a proportional basis above Ten Percent (10%) (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (b) elect to end the Class Period and PAGA Period on an earlier date to limit the covered Workweeks to Ten Percent (10%) more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

58. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

59. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective former and present heirs, executors, administrators, agents, representative, successors, assigns and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

60. Releases by Plaintiff and the LWDA. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and the LWDA shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

61. Additional Attorneys' Fees Released By Class Counsel. In consideration of an award of Attorneys' Fees and Costs in accordance with this Settlement, Class Counsel release and waive, on behalf of their present and former attorneys, employees and agents, successors and assigns, the Released

Parties from any and all claims to any further attorneys' fees and costs in connection with the Action, provided that nothing herein is intended to waive any right Class Counsel may have to seek fees or costs in connection with an enforcement action pursuant to Paragraph 92 herein.

62. Additional Claims, Fees, Costs, Indemnity Released. Plaintiff and the Participating Class Members and PAGA Members further waive any and all claims for fees, costs, indemnity or contribution against the Participating Class Members and PAGA Members, Defendant or their counsel.

63. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, five percent (5%) or more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the later of the Response Deadline or any extension of the Response Deadline that may be provided to cure any deficiencies. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

64. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement. A Class Member who submits a Request for Exclusion shall not have standing to object to the Settlement.

65. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that

certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

66. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

67. Un-cashed Settlement Checks. Participating Class Members and PAGA Members will have one hundred eighty (180) days to cash/deposit their settlement checks. Any checks that are not cashed/deposited upon the expiration of that 180-day time period will be void, and the uncashed funds shall be redistributed to Class Members who did cash/deposit their checks. Those Class Members will then have 90 days to cash/deposit their checks. After the expiration of the 90-day period, any remaining unclaimed funds will be tendered to Riverside Legal Aid ("RLA"). The Parties do not have a connection to or a relationship with RLA that could reasonably create the appearance of impropriety as between the selection of the RLA as the recipient of the unclaimed residuals and the interests of the Class.

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

69. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages (which will be subject to required withholdings and deductions and reported as wage income as required by applicable law) for which IRS Forms W-2 will be issued by the Settlement Administrator; and (b) Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued by the Settlement Administrator.

70. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and any penalties to the appropriate government authorities. The Settlement Administrator shall have and use its own EIN for purposes of calculating the payroll tax withholdings and providing reports to local, state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulations Section 468B-1.

71. Tax Liability. Plaintiff and the Class Members and PAGA Members shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received under the Settlement. The employee portion of all applicable income and payroll taxes, as well as the taxes on any penalties and interest payment, will be the responsibility of the individual Participating Class Member and PAGA Member, who agrees to indemnify and hold harmless Defendant and Defense Counsel for any tax liability, including any penalties and interest, arising out of or relating to the taxes on any amounts paid pursuant to this Settlement Agreement. Participating Class Members and PAGA Members acknowledge that no representations have been or are made herein by or to any signatory of the Settlement Agreement regarding the tax consequences of this Agreement. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

72. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, 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 AGREEMENT, (B) HAS NOT ENTERED INTO THIS 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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'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 AGREEMENT.

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

74. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

75. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) leave to file the Second Amended Complaint for settlement purposes only, (b) conditional certification of the Settlement Class for settlement purposes only, (c) preliminary approval of the

proposed Settlement Agreement, and (d) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval for review by Defense Counsel at least ten (10) days before filing with the Court. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by telephone, and in good faith, to resolve the disagreement.

76. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval for review by Defense Counsel at least ten (10) days before filing with the Court. If the Parties disagree on any aspect of the proposed Motion for Final Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by telephone, and in good faith, to resolve the disagreement. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing for review and approval by Defense Counsel at least ten (10) days before filing with the Court.

77. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely 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. A copy of the Judgment will be posted to the Settlement

Administrator's website.

78. Release by Plaintiff. The Parties further agree that in addition to this Agreement, Plaintiff will also sign a General Release and Settlement Agreement, a copy of which is attached hereto as Exhibit D as a further condition of receiving any Settlement Payment or Enhancement Payment.

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

80. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

81. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

82. 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 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

84. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

85. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

86. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

88. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

89. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the Parties will not stipulate to class certification and the stipulation to certification will be void and will have no force or effect. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified (b) the PAGA representative action should proceed, or (c) Defendant is liable to Plaintiff or any Class Member, other than according

to the Settlement's terms.

90. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. The Parties agree that none of them has prevailed on the merits, nor shall the settlement serve or be construed as evidence that any Party has so prevailed or that Defendant or the Released Parties have engaged in any wrongdoing, or that a class and/or PAGA action is appropriate for any purposes other than pursuant to this Settlement. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

91. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

92. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

93. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

94. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

95. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

97. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

98. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ____________________

____
Luis Corona

DEFENDANT S.P. RICHARDS COMPANY (AKA GEORGIA S. P. RICHARDS COMPANY)

Dated: ____________________

____
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: ____________________ By: ____
Raul Perez
Attorneys for Plaintiff Luis Corona

MARTENSON, HASBROUCK & SIMON LLP

Dated: ____________________ By: ____

Attorneys for Defendant S.P. Richards Company
(aka Georgia S. P. Richards Company)

Exhibit A

Corona v. S. P. Richards Company, No. CVRI2401430
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF RIVERSIDE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who worked for Defendant S.P. Richards Company ("Defendant") as non-exempt, hourly paid employees in the State of California at any time from March 15, 2020 through March 9, 2025 ("Class Members").

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from March 15, 2023 through March 9, 2025 ("PAGA Members").

On ________, the Honorable Harold W. Hopp of the Riverside County Superior Court granted preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release (attached as Exhibit 1 to the Declaration of Raul Perez filed on June 16, 2025) and ordered the litigants to notify all Class Members of the settlement. The Court has only determined that there is evidence suggesting that the settlement is fair, adequate, and reasonable but that any final determination will be made at the Final Approval Hearing.

You have received this notice because Defendant's records indicate that you are a Class Member, <u>and therefore entitled to a payment from the settlement</u>.

Unless you choose to opt out of the settlement by following the procedures described below, <u>you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund</u>. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _.m. on __________, 2025 in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims, rights, demands, liabilities, causes of action and relief asserted in the Action against Defendant or which reasonably could have been asserted by reason of, or on connection with, any matter or fact set forth or referred to in the Action and ascertained in the course of the Action during the Class Period.

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [DATE]**	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will be bound to the PAGA Settlement regardless of whether they opt out of the class settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Luis Corona, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with compliant meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements and maintain records; (5) pay vested vacation time; (6) reimburse business expenses; (7) engage in lawful and fair business practices; and (8) pay sick pay at the proper rate.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On December 20, 2024, the parties participated in a mediation with Steven Serratore, Esq., an experienced and well-respected class action mediator. With Mr. Serratore's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action or representative action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $375,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of $10,000 to Luis Corona for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) $125,000 in attorneys' fees and up to $30,000 in litigation costs and expenses; (4) a $20,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a $15,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a $5,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at $_. After deducting the above payments, a total of approximately $_ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the $5,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from March 15, 2020 through March 9, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately $_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from March 15, 2023 through March 9, 2025 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately $_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately $_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o ______________
Fax No. __________

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

<u>Taxes on Settlement Payments</u>. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

<u>Your Options Under the Settlement</u>

Option 1 – *Automatically Receive a Payment from the Settlement*

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims during the Class Period:

> **Released Class Claims**: All claims, rights, demands, liabilities, causes of action and relief asserted in the Action (including any amended complaint), or which reasonably could have been asserted by reason of, or in connection with, any matter or fact set forth or referred to in the Action (including any amended complaint) and ascertained in the course of the Action (including any amended complaint), including, but not limited to, statutory, constitutional, tort, common law, and/or contract claims and associated relief related to alleged failure to pay wages for off-the-clock work, failure to pay minimum wage, failure to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay, failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages) during employment or on termination of employment, failure to reimburse business expenses and for passing off the cost of doing business and operating costs/expenses onto employees, failure to provide meal periods, failure to authorize and permit rest breaks, improper reimbursement practices, failure to provide accurate itemized wage statements, failure to keep accurate payroll records of hours worked, failure to provide written notice of all material terms of employment, failure to properly calculate paid sick leave and failure to timely pay all wages owed during employment (including but not limited to overtime wages, minimum wages, and/or meal and rest period premiums). This release expressly includes, without limitation, all such claims arising under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512(a), 516, 558, 558(a), 558(c), 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810, 2810.5, Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. § 211(c), and all other state and local wage/hour and wage payment laws, including wage orders (including, but not limited to, IWC wage order nos. 1, 4, 7, 9 and 17), and common law theories against the Released Parties up to and including March 9, 2025.

Additionally, Plaintiff will release on behalf of the LWDA and all PAGA Members all Released PAGA Claims during the PAGA Period:

Released PAGA Claims: All claims and relief for civil penalties under California Labor Code §§ 2698, *et seq.*, that were asserted or could reasonably have been asserted based on any matter or fact set forth or referred to in Plaintiff's Second Amended Complaint and Plaintiff's LWDA letter and ascertained in the course of this Action including, but not limited to claims related to alleged failure to pay wages for off-the-clock work, failure to pay minimum wage, failure to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay, failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages) during employment or on termination of employment, failure to reimburse business expenses and for passing off the cost of doing business and operating costs/expenses onto employees, failure to provide meal periods, failure to authorize and permit rest breaks, improper reimbursement practices, failure to provide accurate itemized wage statements, failure to keep accurate payroll records of hours worked, failure to provide written notice of all material terms of employment, failure to properly calculate paid sick leave and failure to timely pay all wages owed during employment (including but not limited to overtime wages, minimum wages, and/or meal and rest period premiums). This release expressly includes, without limitation, all such claims arising under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a), 226(e), 226(h), 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 256, 510, 512(a), 516, 558, 558(a), 558(c), 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5 and §§ 2698 *et seq.* (Private Attorneys General Act). and IWC wage order nos. 1, 4, 7, 9 and 17 and California Code of Regulations Title 8, §§ 11000 *et seq.* based on the preceding claims and relief for civil penalties under California Labor Code §§ 2698, *et seq.*, that were asserted or could reasonably have been asserted based on any matter or fact set forth or referred to in Plaintiff's Second Amended Complaint and Plaintiff's LWDA letter and ascertained in the course of this Action as further detailed herein.

Option 2 – *Opt Out of the Settlement*
If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting the enclosed Request for Exclusion form. The Request for Exclusion must be postmarked no later than __________, 2025. If you submit a Request for Exclusion which is not postmarked by __________, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still be bound by the PAGA settlement, and will receive a payment from the PAGA Fund.

Option 3 – *Object to the Settlement*
If you want to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections can be submitted via the enclosed form. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _________________2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for ___________________________ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Riverside and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (877) 495-1081

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Exhibit B

Corona v. S. P. Richards Company, Case No. CVRI2401430

REQUEST FOR EXCLUSION

COMPLETE THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS.

YOU MUST POSTMARK THIS FORM TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [**DEADLINE**].

THIS MUST BE MAILED TO:
CPT GROUP, INC., THE SETTLEMENT ADMINISTRATOR
50 Corporate Park, Irvine, CA 92606

IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE CLASS SETTLEMENT, BUT IF YOU ARE A PAGA MEMBER, YOU WILL STILL RECEIVE YOUR PAYMENT FROM THE PAGA FUND.

I ____________________ request to be excluded from the Settlement Class in the matter of *Corona v. S. P. Richards Company,* Case No. CVRI2401430 (Riverside County Superior Court). I understand that by submitting this Request for Exclusion, I will no longer be eligible for a payment from the class settlement.

____
Sign your name here

____
Print your name here

____
Address

____
Telephone

Exhibit C

Corona v. S. P. Richards Company, Case No. CVRI2401430

<u>OBJECTION FORM</u>

COMPLETE THIS FORM <u>ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT</u>.

YOU MUST POSTMARK THIS FORM TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [**<u>DEADLINE</u>**].

MAIL OR FAX TO: CPT GROUP, INC., THE SETTLEMENT ADMINISTRATOR **50 Corporate Park, Irvine, CA 92606**

<u>NOTE</u>: If you submit an objection to the settlement, your objection will become a part of the public record and will be available for the public to review.

Please provide the following information for the public record:

Name: ____

Address: ____

Telephone: ____

Signature: ____

I OBJECT TO THE SETTLEMENT BECAUSE____________________________________
____
____
____
____
____
____

Exhibit D

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as "Agreement") is made and entered into by and between Luis Corona (hereinafter referred to as "Plaintiff") and S.P. Richards Company (aka Georgia S.P. Richards Company) (hereinafter referred to as "SPR" or "Company") (hereinafter collectively referred to as the "Parties").

WHEREAS, Plaintiff resides in California and was employed by SPR in California;

WHEREAS, Plaintiff filed a lawsuit in the Superior Court of the State of California County of Riverside (hereinafter referred to as "State Court") styled *Luis Corona, individually and on behalf of other members of the general public similarly situated v. S. P. Richards Company, doing business in California as, Georgia S.P. Richards Company, a Georgia corporation* bearing case number CVRI12401430 (hereinafter with all amendments collectively referred to as the "Lawsuit") (hereinafter referred to as the "Lawsuit");

WHEREAS, Plaintiff submitted a letter dated March 26, 2024, to the Labor and Workforce Development Agency ("LWDA") alleging California Labor Code violations, which was dually incorporated by reference into the Lawsuit (hereinafter all references to the "Lawsuit" also include the March 26, 2024 LWDA letter which was appended to the Lawsuit);

WHEREAS, SPR has denied and continues to deny any and all liability to Plaintiff;

WHEREAS, Plaintiff and SPR wish to permanently resolve all disputes that exist or may exist between them in the future, arising out of or relating to Plaintiff's employment with SPR and the termination thereof, including but not limited to the Lawsuit;

WHEREAS, Plaintiff and SPR have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release, to which this Agreement is attached and appended as Exhibit D, in the Lawsuit;

WHEREAS, Plaintiff and SPR understand and agree that neither the making of this Agreement or the Joint Stipulation of Class Action and PAGA Settlement and Release nor anything contained herein, shall, in any way, be construed or considered to be an admission by either party of wrongdoing, guilt, or noncompliance with any federal, state, or local statutes, public policy, common law, or any other wrongdoing whatsoever; and

NOW THEREFORE, each intending to be legally bound, Plaintiff and SPR agree as follows:

1. Settlement Amount. In consideration for the execution of this Agreement and the Joint Stipulation of Class Action and PAGA Settlement and Release by Plaintiff and Plaintiff fully abiding by its terms, the Company agrees to provide Plaintiff with certain valuable consideration, the sufficiency of which is hereby acknowledged, including providing Plaintiff the gross total settlement amount of $10,000.00 (hereafter referred to as Settlement Funds"), payable as follows: a check made

payable to Luis Corona in the gross amount of $10,000.00, issuing Luis Corona an IRS Form 1099 at yearend for such payment.

The Settlement Funds are provided in settlement of all of Plaintiff's claims against SPR and/or all of its affiliated companies and representatives, including, but not limited to, any claims arising out of or in any way connected with Plaintiff's employment and separation from employment with SPR and Plaintiff's Lawsuit. The parties further acknowledge and agree that, except as expressly set forth herein and in the Joint Stipulation of Class Action and PAGA Settlement and Release, each party to this Agreement will bear its own costs and attorneys' fees.

The Settlement Funds shall be delivered to Plaintiff's attorney of record, Orlando Villalba, Esq., Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, CA 90067, on the terms and time referenced within in the parties' Joint Stipulation of Class Action and PAGA Settlement and Release (presuming the expiration of the consideration and revocation periods in the Agreement) and following receipt by counsel for SPR of the original or a copy of the original of this Agreement executed by Plaintiff before a notary public, and an IRS Form W-9 completed and executed by Plaintiff. The documents referenced in the preceding sentence shall be sent via email or traceable mail delivery to: Lisa M. Szafranic, Esq., lmszafranic@martensonlaw.com, Martenson, Hasbrouck & Simon, LLP, 2573 Apple Valley Road NE, Atlanta, Georgia 30319.

2. <u>General Release by Plaintiff</u>. For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, and except for the "Claims Not Released" as defined below, Plaintiff hereby fully and forever releases, waives, discharges, and promises not to sue or otherwise institute or cause to be instituted any charges, complaints, claims, or legal proceedings against SPR, along with its past or present parents and related companies, divisions, subsidiaries, affiliates, partners, joint ventures, direct and indirect owners, as well as any of its officers, agents, directors, shareholders, board members, principals, partners, trustees, supervisors, employees (current and former), contractors, representatives, benefit plan fiduciaries, attorneys, clients, insurers, and legal predecessors, successors, heirs, executors, administrators, assigns, and all persons acting by, through, under, or in concert with any of them (the "Released Parties") with respect to any and all liabilities, claims, demands, contracts, debts, obligations, and causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether known or unknown, which Plaintiff ever had, now has, or may or might in the future have against the Released Parties, arising out of events, acts or omissions occurring at any time before the moment Plaintiff signs this Agreement, including, but not limited to any matter, cause, or claim arising out of or related to facts or events occurring prior to the execution of this Agreement and/or arising from and relating to Plaintiff's employment with SPR, or the termination therefrom, including, but not limited to including but not limited to any and all claims arising out of or in any way connected with the circumstances surrounding the Lawsuit and including but not limited to all claims and causes of action arising under any federal, state, or local law or statute, including without limitation those arising under the Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Section 1981 through 1988 of Title 42 of the United States Code, Employee Retirement Income Security Act, Family and Medical Leave Act, National Labor Relations Act, Fair Credit Reporting Act, Worker Adjustment and Retraining Notification Act or any state equivalent, Equal Pay Act, federal and state wage and hour laws, leave laws, sick and safe time

______Luis Corona Initials

laws, laws of contract, interference, and tort; all claims for discrimination, harassment, retaliation, wrongful termination, emotional distress, defamation, libel, slander, invasion of privacy, unfair business practices, misrepresentation, fraud, interference with business relationships, contractual relationships, or employment relationships of any kind, breach of duty and/or the implied covenant of good faith and fair dealing, interference with and/or breach of contract (express or implied, in fact or in law, oral or written), any claim for recovery of lost wages, vacation or PTO, benefits, other employment compensation, medical expenses, other economic and non-economic damages, penalties, liquidated damages, compensatory damages, punitive damages, injunctive relief, reinstatement, attorneys' fees, costs, expenses; and any other statutory or common law claims relating to or in any way arising out of or connected with the prior employment of Plaintiff with SPR or the termination of that employment, as well as recovery of any other type arising under federal, state, or local law or public policy.

3. Unknown Claims. Plaintiff understands that Plaintiff is releasing the Released Parties from claims that Plaintiff may not know about as of the date of the execution of this Agreement, and that is Plaintiff's knowing and voluntary intent. Plaintiff is expressly assuming that risk and agrees that this Agreement shall remain effective in all respects in any such case. Plaintiff expressly waives all rights Plaintiff might have under any law that is intended to protect him or her from waiving unknown claims, and Plaintiff understands the significance of doing so. In this regard, Plaintiff hereby expressly waives the provisions of California Civil Code Section 1542, which provides as follows: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

4. Specific Release of ADEA Claims. In further consideration of the payments provided to Plaintiff in this Agreement, Plaintiff hereby irrevocably and unconditionally fully and forever waives, releases and discharges the Released Parties from any and all claims, whether known or unknown, from the beginning of time to the date of Plaintiff's execution of this Agreement arising under the Age Discrimination in Employment Act ("ADEA"), as amended, and its implementing regulations. By signing this Agreement, Plaintiff hereby acknowledges and confirms that: (a) Plaintiff has read this Agreement in its entirety and understands all of its terms; (b) Plaintiff has been advised of and has availed him/herself of Plaintiff's right to consult with Plaintiff's attorney prior to executing this Agreement; (c) Plaintiff knowingly, freely and voluntarily assents to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release and covenants contained herein; (d) Plaintiff is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Plaintiff is otherwise entitled; (e) Plaintiff was given at least 21 days to consider the terms of this Agreement and consult with an attorney of Plaintiff's choice, although Plaintiff may sign it sooner if desired; (f) Plaintiff understands that Plaintiff has seven (7) days from the date Plaintiff signs this Agreement to revoke the release in this section by delivering notice of revocation via e-mail to Heena Patel, Sr. Vice President, Human Resources, S.P. Richards Company, 4300 Wildwood Parkway, Suite 300, Atlanta, Georgia 30339 or *Heena_Patel@sprich.com* before the end of such seven-day period; and (g) Plaintiff understands that the release contained in this section does not apply to rights and claims that may arise after the date on which Plaintiff signs this Agreement. If Plaintiff revokes this Agreement on a timely

______Luis Corona Initials

basis, there shall be no payments made or benefits provided as set forth in the "Settlement Funds" section of this Agreement. The Agreement shall not be effective and the Settlement Funds will not be distributed, until after the revocation period has expired without this Agreement being revoked and in accordance with the terms of the Joint Stipulation of Class Action and PAGA Settlement and Release.

5. Claims Not Released. Claims not covered by this general release are claims for: (a) state disability insurance benefits pursuant to applicable state law; (b) benefits under applicable workers' compensation and/or unemployment compensation benefits laws; (c) benefit entitlements vested as of the date of Plaintiff's termination, pursuant to written terms of any SPR or other applicable employee benefit plan; (d) COBRA rights which Plaintiff may now have or elect; and (e) any other claims which, by applicable law, cannot be released (collectively, "Claims Not Released").

6. Covenant Not to Sue. Plaintiff further acknowledges and covenants not to sue Released Parties, or to participate or aid in any way in any suit or proceeding or to execute, seek to impose, collect or recover upon, or otherwise enforce or accept any judgment, decision, award, warrant or attachment upon any claim released by Plaintiff herein. Plaintiff warrants that as of the time of execution of this Agreement, Plaintiff has not assigned or transferred any claims of any nature that Plaintiff would otherwise have against Released Parties. Plaintiff also acknowledges and covenants that Plaintiff understands that after signing this Agreement, Plaintiff cannot proceed against any person or party mentioned in it with respect to or on account of any of the matters referred to in it.

7. Confidentiality & Non-Disclosure.

a. Confidential Information. Plaintiff agrees and acknowledges that the Company has developed Confidential Information at great time and expense and further agrees that the Company provided Plaintiff with access to Confidential Information and specialized training. Plaintiff covenants and agrees that, for a period of five (5) years from Plaintiff's last day of employment with the Company: (a) Plaintiff shall keep strictly confidential and not disclose to any person not employed by the Company any Confidential Information; and (b) Plaintiff shall not use for him/herself or for any person or entity other than the Company any Confidential Information. However, this provision shall not preclude Plaintiff from: (i) the use or disclosure of information known generally to the public (other than information known generally to the public as a result of Plaintiff's violation of this Section); or (ii) any disclosure required by law or court order so long as Plaintiff provides the Company immediate written notice of any potential disclosure under this subsection and fully cooperates with the Company to lawfully prevent or limit such disclosure. Moreover, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Further, nothing in this Agreement prohibits Plaintiff from speaking with law enforcement, the Equal Employment Opportunity Commission, the state division of human rights, a local commission on human rights, or an attorney retained by the Plaintiff. Moreover, nothing herein shall prohibit or restrain Plaintiff from providing truthful testimony in response to a subpoena or a court order, or from providing truthful information to Government Agencies as defined below.

______Luis Corona Initials

Luis Corona

Plaintiff further acknowledges and agrees that Plaintiff, during the course of Plaintiff's employment, may have been given access to information that qualifies as a "trade secret" under applicable federal or state law. "Trade secrets" are information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. With respect to trade secrets, the confidentiality provisions contained herein shall remain in place for the full five (5) year period set forth above, or for as long as the information in question remains a trade secret, whichever period is longer.

i. "Confidential Information" means all confidential, proprietary or business information related to the Company's Business that is furnished to, obtained by, or created by Plaintiff during Plaintiff's employment with the Company and which could be used to harm or compete against the Company. Confidential Information includes, by way of illustration, such information relating to: (a) the Company's formulae and processes used to calculate and negotiate prices to be charged customers; (b) Company customers, including customer lists, preferences, contact information, contractual terms, prices, and billing histories; (c) the Company's finances, including financial statements, balance sheets, sales data, forecasts, and cost analyses; (d) the Company's plans and projections for business opportunities for new or developing business, including marketing concepts and business plans; (e) the Company's research and development activities, technical data, computer files, and software; and (f) the Company's operating methods, business processes and techniques, services, products, prices, costs, service performance, and operating results. The definition of confidential information does not include information which Plaintiff can discuss with others pursuant to the National Labor Relations Act.

ii. Notwithstanding the foregoing, nothing in this Agreement prohibits Plaintiff from reporting waste, fraud, abuse and/or possible violations of law or regulation to any government agency or entity or making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. Solely in connection with such reporting, Plaintiff may disclose Confidential Information, in confidence, to a government official or to an attorney to address possible violations of the law; however, any disclosure of Confidential Information must be in good faith and effectuated in a manner that prevents the dissemination of Confidential Information beyond those persons necessary to make the report or filing, such as filing the Confidential Information under seal and otherwise preventing it from being publicly disclosed. While Plaintiff is encouraged to bring any such possible violation to the attention of the Company, Plaintiff does not need the prior authorization of the Company to make any such reports or disclosures to these entities. Nothing in this Agreement is intended to prevent Plaintiff from engaging in any conduct protected by Section 7 of the National Labor Relations Act.

iii. The Company also reserves the right to avail itself of the remedies available under the Defend Trade Secrets Act of 2016, which remedies include injunctive relief, damages for actual loss or unjust enrichment caused by the misappropriate of the Company's Confidential Information, and exemplary damages in an amount not more than two times the amount of actual damages. However, federal law provides that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

8. Ongoing Obligations and Forfeiture of Settlement. In the event Plaintiff violates any of the provisions in this Agreement or the Joint Stipulation of Class Action and PAGA Settlement and Release, the Company shall have the right to discontinue the Settlement Funds if not already provided. In the event of such discontinuance, however, Plaintiff's obligations and commitments under this Agreement shall remain in effect and binding.

9. Return of Property. All property, documents, data, and Confidential Information prepared or collected by Plaintiff as part of Plaintiff's employment with the Company, in whatever form, are and shall remain the property of the Company. Plaintiff agrees that Plaintiff shall return, within one (1) week of the Plaintiff's execution of this Agreement, all documents, data, Confidential Information, and other property belonging to the Company in Plaintiff's possession or control, regardless of how stored or maintained and including all originals, copies and compilations.

10. No Voluntary Participation In Claims Against Released Parties. Plaintiff agrees that Plaintiff will not voluntarily participate in any other individual's or class's litigation, grievance, or administrative claim against SPR and/or any Released Party, nor encourage any other individual to pursue any litigation, grievance or administrative claim against SPR and/or any Released Party. Nothing in this section is intended to preclude Plaintiff from disclosing information in response to a subpoena duly issued by a court of law, arbitrator, or a government agency having jurisdiction or power to compel such disclosure or from giving full, complete, truthful and cooperative answers in response to a duly issued subpoena. Should Plaintiff be served with a subpoena relating to SPR or any Released Party, Plaintiff agrees to promptly notify SPR in writing of the subpoena, and to provide SPR with a copy of the subpoena no later than seven (7) days prior to providing testimony or producing any documents in compliance with the subpoena. Notice shall be provided to Heena Patel, Sr. Vice President, Human Resources, S.P. Richards Company, 4300 Wildwood Parkway, Suite 300, Atlanta, Georgia 30339 or *Heena_Patel@sprich.com*.

Plaintiff further understands that nothing contained in this Agreement limits Plaintiff's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National

______Luis Corona Initials

Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Plaintiff further understands that this Agreement does not limit Plaintiff's ability to communicate or share information with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies. However, based on the release of claims set forth above, Plaintiff acknowledges and agrees that Plaintiff is releasing all claims and causes of action that Plaintiff might personally pursue or that might be pursued in Plaintiff's name and, to the extent permitted by applicable law, his/her right to recover monetary damages or obtain injunctive relief that is personal to Plaintiff in connection with such claims and causes of action. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as a waiver of any right which, by law, cannot be waived.

11.

12. Attorneys' Fees and Expenses. Except as otherwise provided in the Joint Stipulation of Class Action and PAGA Settlement and Release, the Parties agree to bear their own respective attorneys' fees and expenses related to the subject matter of this Agreement. In the event that any Party shall institute any action, proceeding, or litigation against another Party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.

13. Tax Liabilities. The Company makes no representation as to the tax consequences or liability arising from the Settlement Funds herein. Plaintiff further agrees that: (i) Plaintiff shall be solely responsible for all federal, state, and/or local tax liability, if any, arising from receipt of the Settlement Funds pursuant to this Agreement, including any interest or penalties associated with tax liability, and Plaintiff will not look to or seek from the Company compensation for any tax liability or related costs Plaintiff incurs as a result of the Settlement Funds; (ii) no tax advice has been provided to Plaintiff whatsoever by the Company or its attorneys; and (iii) should any taxing authority seek to recover from the Company any taxes, interest or penalties deemed to be due as a result of the Settlement Funds, Plaintiff shall indemnify, defend and hold harmless the Company and its successors and assigns from and against any and all such claims for taxes, interest or penalties.

14. No Admission. The Parties hereby acknowledge, recognize, and understand that nothing contained in this Agreement shall constitute, be construed, or be treated as an admission of liability or wrongdoing by SPR, or by any current or former employees of SPR. The Parties further agree that the payment and benefits conferred herein are not to be construed as an admission of liability on the part of the persons, corporations and entities hereby released, by whom liability is expressly denied.

15. Successors. This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

16. Medicare Warranty. Plaintiff warrants that Plaintiff is not a Medicare beneficiary as

______Luis Corona Initials

Luis Corona

of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

17. Governing Law. The Parties hereby agree that California law shall govern the construction, interpretation, and enforcement of this Agreement.

18. Severability. The Parties hereby agree that if any provision, or portion thereof, of this Agreement shall for any reason be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of the Agreement shall not be affected thereby and shall be enforced as if the invalid provision or portion thereof were not a part of this Agreement. Should any provision or portion thereof be held unenforceable for any reason, then such provision or portion thereof shall be enforced to the maximum extent permitted by law. Nothing in this section or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies SPR may have by virtue of this Agreement or otherwise.

19. Nullification of this Agreement. In the event that: (a) the Court does not finally approve the Joint Stipulation of Class Action and PAGA Settlement and Release as provided therein; or (b) the Joint Stipulation of Class Action and PAGA Settlement and Release does not become final for any other reason, then this Agreement will be null and void.

20. Scanned and Counterpart Signatures. The Parties agree that scanned signatures are deemed to be originals and that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document.

21. Entire Agreement. The Parties hereby acknowledge and agree that no promises or representations were or are made which do not appear written in this Agreement, that this Agreement and the Joint Stipulation of Class Action and PAGA Settlement and Release in the Lawsuit contains the entire agreement between Plaintiff and SPR, and that no Party is relying on any representation or promise that does not appear in this Agreement or the Joint Stipulation of Class Action and PAGA Settlement and Release in the Lawsuit. This Agreement constitutes the entire agreement between the Parties pertaining to the subjects contained herein and supersedes any and all prior and/or contemporaneous agreements, representations, or understandings, written or oral, with the exception of the Joint Stipulation of Class Action and PAGA Settlement and Release in the Lawsuit, SPR's Code of Conduct and/or any confidentiality agreement executed by Plaintiff, which remain in effect and binding. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except in writing duly executed by Plaintiff and an authorized representative of SPR.

[SIGNATURE BLOCK APPEARS ON THE FOLLOWING PAGE.]

______Luis Corona Initials

Luis Corona

Dated:__________________________ ______________________________________
Luis Corona

Dated:__________________________ ______________________________________
For and on behalf of S.P. Richards Company
(aka Georgia S.P. Richards Company)

____
Title