LIBERATION LAW GROUP, P.C.
Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quezada Jr., SBN 338386
gonzalo@liberationlawgroup.com
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006
service@liberationlawgroup.com

Attorneys for Plaintiff Luis A. Del Rio Rosales

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

Luis A. Del Rio Rosales, as an individual and on behalf of others similarly situated,

Plaintiff,

v.

Wholesale 209, LLC dba Tires Direct; and DOES 1 through 50, inclusive,

Defendants.

Case No.: C24-01532

DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Hearing Date: November 19, 2026
Hearing Time: 9:00 a.m.
Judge: Hon. Julia Campins
Dept.: 10

I, Arlo Garcia Uriarte, declare as follows:

Background

1. I am an attorney licensed to practice in all courts of the State of California and the founding and managing attorney of Liberation Law Group, P.C. ("LLG" or the "Firm"), counsel of record for Plaintiff Luis A. Del Rio Rosales ("Plaintiff"). The Court appointed me Class Counsel in its July 17, 2026 Preliminary Approval Order. I am the supervising attorney on this matter. I make this declaration from personal knowledge and, where stated, from information obtained in my Firm's investigation and review of documents. If called as a witness, I could and would testify competently to these facts.

2. Our investigation confirmed that Defendant Wholesale 209, LLC dba Tires Direct ("Defendant") owns and operates automotive service shops in California under the name "Tires Direct," including locations in Vallejo, Lafayette, Lincoln, Modesto, Stockton, Sacramento, Oakdale, and El Cerrito. Defendant employs hourly, non-exempt workers, including tire technicians. Plaintiff worked for Defendant as a tire technician at the El Cerrito location from approximately January 2023 until February 2024.

3. On or about March 21, 2024, my Firm submitted Plaintiff's PAGA notice letter (the "LWDA Letter") to the Labor and Workforce Development Agency ("LWDA") by online submission and certified mail. Plaintiff filed this action on June 12, 2024, alleging (1) failure to pay all wages; (2) failure to pay overtime compensation; (3) failure to permit meal periods; (4) failure to permit rest periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) civil penalties pursuant to the Private Attorneys General Act (Labor Code sections 2698, et seq.); and (8) unfair competition in violation of Business and Professions Code sections 17200, et seq. In substance, Plaintiff alleges that Defendant failed to pay employees for all hours worked, paid overtime at the regular rate rather than the applicable overtime rate, failed to consistently authorize and permit compliant meal and rest periods because of understaffing and workload, issued wage statements that did not always reflect all hours worked or the correct rates of pay, and did not always timely pay all wages due upon separation.

4. Defendant has denied, and continues to deny, Plaintiff's factual allegations and

legal claims. Defendant does not admit liability on any of the claims alleged in the lawsuit or that the case is appropriate for class or representative treatment. Defendant further contends that individualized issues would predominate over common questions in any class proceeding.

Mediation and Settlement

5. The parties attended two full-day mediation sessions with Craig J. Ackermann, an experienced and well-regarded mediator. The first session did not resolve the case because the information available at that stage was not enough for meaningful settlement negotiations. Over the following months, the parties exchanged additional information and evidence, including payroll and time data and declarations from putative class members about their work experiences. The second session concluded on September 3, 2025. At that session, following arm's-length negotiations, the parties reached a comprehensive, non-reversionary settlement of the class claims and the representative PAGA claim. Both sides were represented by experienced wage-and-hour counsel, and the negotiations were adversarial and at arm's length.

6. Counsel then negotiated the Class and PAGA Action Settlement Agreement and Release (the "Agreement"). Defendant and its counsel signed it on January 14, 2026, and Plaintiff and I signed it on January 15, 2026. A true and correct copy is attached as Exhibit 1. I believe the Agreement fairly and appropriately addresses the interests of the Settlement Class.

Investigation and Valuation of the Claims

7. For mediation, Defendant produced a timekeeping and payroll sample covering 14 employees, approximately 16% of the putative class as then estimated. The sample covered 2,404 workdays and 601 workweeks. Defendant also produced personnel records and policy materials. My Firm interviewed Plaintiff and other putative class members and obtained confidential declarations describing their work experiences. Those accounts included reports that overtime was sometimes paid at straight time rather than the overtime rate and that meal and rest periods were not consistently authorized and permitted because of workload and staffing.

8. Overtime. The timekeeping records we reviewed generally showed that employees' work time, including overtime hours, was recorded. The sample showed unpaid overtime premiums totaling $11,895.00 for Plaintiff and one other sampled employee whose

overtime hours were recorded but not paid at the premium rate. Separately, my Firm identified $911.82 in unpaid overtime for the remaining sampled employees caused by negative rounding. Extrapolating the combined $12,806.82 to the full putative class, Plaintiff calculated a best-case value of $209,917.00 for unpaid overtime. The evidence also showed the underpayment was not uniform across all employees.

9. Meal periods. The sample showed an aggregate meal-period noncompliance rate of approximately 22% to 23% across no-first, short, and late meal periods.

10. Rest periods. Defendant produced no rest-break records in the materials evaluated for mediation, so the claim would depend more heavily on testimony and inference.

11. Given the practical realities of PAGA litigation and the Court's discretion to reduce penalties, Plaintiff used $250,000 as a reasonable high-end estimate of PAGA penalties for demand purposes.

12. Litigation risks. Our review showed missing payroll records or paystubs for 4 sampled employees and timekeeping records missing dates for 11 sampled employees. These gaps would complicate record-based proof and damages modeling and would likely be fought out through competing inferences and testimony. After reviewing the investigation and mediation records and Defendant's defenses, I concluded that continued litigation carried significant risks, including risks related to class certification and manageability, conflicting employee testimony about break practices, and Defendant's anticipated defenses of good-faith compliance and individualized experiences. At the same time, Plaintiff had developed enough evidence to create meaningful litigation risk and leverage, including the record-based meal-period noncompliance rate and evidence supporting the overtime theory as to at least a subset of employees.

13. Summary valuation. The strongest record support exists for the unpaid-overtime claim, which I valued at a best-case $209,917.00, as described in paragraph 8. The $375,000.00 Gross Settlement Amount exceeds that full best-case overtime value. The meal-period claim is supported by a documented noncompliance rate of approximately 22% to 23% (paragraph 9); the rest-period claim would depend largely on testimony and inference (paragraph 10); and I used $250,000.00 as a reasonable high-end estimate of PAGA penalties for demand purposes

(paragraph 11). Weighing these figures against the litigation risks described in paragraph 12, including the non-uniform nature of the overtime underpayment, the gaps in Defendant's records, the absence of rest-break records, Defendant's anticipated good-faith and individualized-issue defenses, and the Court's discretion to reduce PAGA penalties, I believe the settlement is fair, reasonable, and adequate and a sound compromise, and it remains in the best interests of the Settlement Class.

Class Size and Workweeks

14. Defendant represented when the Agreement was signed that there were approximately 88 Class Members and estimated 11,538 workweeks in the Class Period, and the Agreement allowed Plaintiff to void the settlement if actual workweeks exceeded 12,692. The Settlement Administrator reports 105 Class Members and approximately 11,969.86 workweeks, approximately 3.7% above the estimate and below the escalator threshold. Because the additional Class Members added relatively few workweeks, the value per workweek remained close to the original projection, approximately $17.64. The average payment is now approximately $2,011.49, compared with the approximately $2,398.30 average estimated at preliminary approval.

Experience of Class Counsel

15. Since founding LLG in 2007, I have focused my practice on plaintiff-side employment litigation and have handled numerous wage-and-hour class and representative (PAGA) actions. I have developed particular familiarity with class certification issues, applicable case law, statutory construction, employer practices, and employee working conditions, and courts have appointed me as class counsel in comparable wage-and-hour matters. My qualifications and prior appointments are set out in full in my preliminary approval declaration, which I incorporate by reference. Based on that experience and the investigation described above, I endorse the settlement as fair, reasonable, and adequate.

Attorneys' Fees

16. LLG took this case on a contingency basis. Plaintiff signed a contingency fee agreement providing for attorneys' fees of 33 1/3% of the total recovery before trial and 40% if the matter proceeded toward trial. Our Firm advanced all fees and costs and receives no

compensation and no reimbursement of costs unless the action succeeds. Consistent with that agreement and the Agreement, Class Counsel requests attorneys' fees of one-third (33 1/3%) of the Gross Settlement Amount, or $125,000. The Notice disclosed this amount to the Class.

17. Lodestar. The Preliminary Approval Order directed Class Counsel to prepare a lodestar fee estimate for the motion for final approval. My Firm's Table of Hours Worked, prepared from contemporaneous time records, is attached as Exhibit 3. As reflected in that exhibit, Class Counsel and the Firm's timekeepers devoted over 215 hours to this matter at reasonable hourly rates prevailing in the community for similar work, resulting in a total lodestar of $111,775. The requested $125,000 fee reflects a multiplier of approximately 1.12 on that lodestar. I submit that these hours were reasonably necessary to investigate, litigate, and resolve the case on a class and representative basis.

Costs

18. My Firm has incurred $8,343.77 in actual, out-of-pocket litigation costs in prosecuting this action, consisting of court filing fees, service of process and messenger charges, mediation fees, online legal research charges, and postage. A true and correct copy of our itemized costs is attached as Exhibit 4. The amount is below the approximately $8,500 projected at preliminary approval and well below the Agreement's $20,000 cap.

Settlement Administration

19. Before selecting an administrator, the parties solicited bids from three administrators: CPT Group, Inc., Phoenix Settlement Administrators, and Simpluris, Inc. I made sure each received the same information needed for accurate pricing, including the notice length, class size, bilingual mail notice, skip tracing, re-mailing, and a settlement website. Phoenix's $2,950 bid was the most cost-effective. Neither my Firm nor I have any financial interest in Phoenix, and neither I nor my Firm have any financial interest in or influence over La Raza Centro Legal, the proposed cy pres recipient.

20. After preliminary approval, my Firm worked with Phoenix to carry out the notice program, including providing and reconciling Class Data and reviewing notice materials, and remaining available to consult on issues that arose during the notice period. My Firm also

responded to a small number of inquiries from Class Members seeking clarification about the Notice or settlement terms, which I believe helped to ameliorate potential objections or exclusion requests.

Service Award and Plaintiff's General Release

21. Under the Agreement, Plaintiff requests a service award of up to $7,500, which Defendant agreed not to oppose. In exchange, Plaintiff must sign a general release of all claims that goes beyond the Class release. That release covers claims arising from his employment, including discrimination, harassment, and retaliation claims under Title VII and the California Fair Employment and Housing Act, and includes a waiver under Civil Code section 1542. The general release takes effect only on final approval, applies only to claims that may lawfully be released, and does not cover future claims. No other Class Member gives a comparable release. The award is not conditioned on Plaintiff's support for the settlement. Plaintiff spent approximately 23.5 hours on this case as class representative, as described in his declaration (Exhibit 5).

LWDA Compliance

22. My Firm submitted the LWDA Letter to the LWDA on or about March 21, 2024. My Firm submitted the proposed settlement to the LWDA at the same time it was submitted to the Court, as Labor Code section 2699 requires, and the LWDA has not commented on or objected to the settlement. My Firm will submit this motion and its supporting papers to the LWDA on the date of filing, and within ten days after the Court enters judgment, my Firm will submit the judgment to the LWDA and file proof of submission.

Defense Review

23. As the Agreement requires, my Firm provided drafts of this motion, the supporting declarations, and the proposed order to defense counsel for review and comment before filing.

AUTHENTICATION OF EXHIBITS

1. Attached hereto and marked as **Exhibit "1"** is a true and correct copy of the fully executed Class and PAGA Action Settlement Agreement and Release.

2. Attached hereto and marked as **Exhibit "2"** is a true and correct copy of the Court-

approved Notice of Proposed Class and Representative Action Settlement, as mailed.

3. Attached hereto and marked as **Exhibit "3"** is a true and correct copy of Class Counsel's Table of Hours Worked.

4. Attached hereto and marked as **Exhibit "4"** is a true and correct copy of Class Counsel's itemized litigation costs.

5. Attached hereto and marked as **Exhibit "5"** is a true and correct copy of the Declaration of Plaintiff Luis A. Del Rio Rosales.

6. Attached hereto and marked as **Exhibit "6"** is a true and correct copy of the qualification of Arlo Uriarte as Class Counsel, including his list of representative cases related to Class and PAGA actions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 26th day of October 2026, in San Francisco, California.



Arlo Garcia Uriarte

EXHIBIT 1

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006
Attorneys for Plaintiff
Luis A. Del Rio Rosales

MICHELLE FINKEL FERBER, #149929
mferber@ferberlaw.com
JONATHAN R. BABIONE, #270053
jbabione@ferberlaw.com
ADAM NATHANIEL ARCE, #328732
aarce@ferberlaw.com
FERBER LAW, A Professional Corporation
2603 Camino Ramon, Suite 385
San Ramon, California 94583
Telephone: (925) 355-9800
Attorneys for Defendant
Wholesale 209, LLC dba Tires Direct

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

Luis A. Del Rio Rosales, as an individual and on behalf of others similarly situated,

Plaintiff,

v.

Wholesale 209, LLC dba Tires Direct, and DOES 1 through 50,

Defendants

Case No. C24-01532

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

Action Filed: June 12, 2024
Judge: Hon. Edward G. Weil
Dept: 39

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

This Class and PAGA Action Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between Plaintiff Luis A. Del Rio Rosales (hereinafter "Plaintiff") and Defendant Wholesale 209, LLC dba Tires Direct (hereinafter "Defendant") (collectively referred to herein as the "Parties"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1. "Action" or "Lawsuit" means and refers to the case entitled Luis A. Del Rio Rosales v. Wholesale 209, LLC dba Tires Direct, and Does 1 through 50, inclusive, pending in the California Superior Court for the County of Contra Costa, Case No. C24-01532.

2. "Administrative Costs" refers to all costs associated with administration of the settlement contemplated by this Agreement, which shall not exceed Two Thousand Nine Hundred Fifty Dollars and Zero Cents ($2,950). Administrative Costs include all fees and costs for, among other things, translating the Class Notice to Spanish, printing, copying, formatting, postage, envelopes, searches to locate addresses, calculation of payments to individual class members, calculation of applicable payroll withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator reasonably incurs to complete the settlement process according to the terms of this Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator.

3. "Agreement" or **"Settlement Agreement"** shall mean this Class and PAGA Action Settlement Agreement and Release.

4. "Aggrieved Employees" means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.

5. "Class Counsel" refers to Arlo Garcia Uriarte of Liberation Law Group, P.C.

6. "Class Counsel Payment" refers to the amount of attorneys' fees and costs that the Court awards to Class Counsel in connection with the resolution of the Action in accordance

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

with this Agreement.

7. **"Class Members"** refers to those individuals who, for purposes of this Agreement, will be certified as members of the settlement class, defined as follows: all current and former hourly or non-exempt employees of Defendant who worked in the State of California during the Class Period. Defendant represents that there are approximately eighty-eight (88) putative Class Members as of September 3, 2025.

8. **"Class Period"** refers to June 12, 2020 through September 3, 2025.

9. **"Class Representative" or "Plaintiff"** refers to Luis A. Del Rio Rosales.

10. **"Class Representative Service Award"** refers to any payment that the Court awards to the Class Representative for his efforts in prosecuting the Action on behalf of the Class Members.

11. **"Complaint"** refers to the class action complaint filed in the Action on June 12, 2024.

12. **"Notice Period"** refers to the forty-five (45) calendar day period following the date when the Settlement Administrator mails the Notice of Class Action Settlement. The Notice Period is the period in which a Class Member can submit an Objection or a Request for Exclusion.

13. **"Court"** refers to the Superior Court of California for the County of Contra Costa.

14. **"Defendant"** refers to Wholesale 209, LLC dba Tires Direct.

15. **"Effective Date"** means the date the Court signs the Final Approval Order if there are no Objectors or Intervenors; or, if there are any of the aforementioned, the date upon which both of the following have occurred: (i) approval of the settlement is granted by the Court, or other court assuming jurisdiction of this Action, and (ii) the Court's judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

16. **"Fairness Hearing"** refers to the hearing at which the Court decides whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all requirements for final approval.

17. **"Final Approval Order"** refers to the final executed order by the Court approving the Settlement following the Fairness Hearing.

18. **"Gross Settlement Amount"** refers to the payment Defendant is obligated to make in connection with this Agreement: Three Hundred Seventy-Five Thousand Dollars and Zero Cents ($375,000.00), which is all-inclusive and non-reversionary, plus Defendant's share of any applicable employer-side payroll taxes on the wage portion of the Individual Settlement Payments (which shall be paid by Defendant separately and in addition to the Gross Settlement Amount). The Gross Settlement Amount shall include all Attorneys' Fees and Costs to be paid to Class Counsel, Class Representative Service Award to be paid to Plaintiff, PAGA Amount to be paid to the LWDA and Aggrieved Employees, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator.

19. **"Individual Settlement Payment(s)"** refers to the amount calculated by the Settlement Administrator to distribute to each Settlement Class Member as consideration for the Released Claims. The Individual Settlement Payment(s) shall be paid from the Net Settlement Amount.

20. **"Intervenor(s)"** refers to a Class Member who files a complaint in intervention.

21. **"Judgment"** refers to the final judgment entered by the Court in this Action following the Fairness Hearing.

22. **"LWDA"** refers to the California Labor & Workforce Development Agency, which helps to enforce the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, and which will receive the LWDA portion of the PAGA Payment.

23. **"LWDA Letter"** refers to the March 21, 2024 letter from Liberation Law Group, P.C., on behalf of Plaintiff Luis A. Del Rio Rosales providing notice of his intent to pursue a PAGA claim against Wholesale 209, LLC dba Tires Direct.

24. **"Net Settlement Amount"** refers to the portion of the Gross Settlement Amount

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

that remains after accounting for any Class Representative Service Award, the portion of the PAGA Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment.

25. "Notice of Class Action Settlement" means the notice form to be sent to Class Members, subject to the Court's approval. Plaintiff's counsel will submit a proposed notice form to Defense Counsel and work with them in good faith to arrive at a mutually agreed upon notice form.

26. "Objection" refers to any objection to the Settlement made by a Settlement Class Member, either (a) in a written statement submitted timely to the Settlement Administrator during the Notice Period, or (b) orally at the Fairness Hearing. A written Objection should, to the extent reasonably possible, include: (1) the name and case number of this Action (or a reasonable portion thereof), (2) the full name and current address of the Settlement Class Member making the Objection, and (3) the specific reason(s) for the Objection. A Settlement Class Member is not required to submit a written Objection or a notice of intent to appear in order to appear at the Fairness Hearing and make an oral objection, and the Court may consider any such oral objection.

27. "Objector" refers to a Settlement Class Member who has submitted an Objection.

28. "PAGA Payment" refers to a Twenty Thousand Dollars and Zero Cents ($20,000.00) PAGA allocation payment in settlement of Plaintiff's claim for civil penalties under PAGA. Seventy-five percent (75%) of the PAGA Payment shall be payable to the LWDA and twenty-five percent (25%) shall be payable to the Aggrieved Employees. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

29. "PAGA Period" is deemed to be any time during the period of March 21, 2023 through September 3, 2025.

30. "Preliminary Approval Order" refers to the order entered by the Court granting Plaintiff's motion for preliminary approval of this settlement and setting a date for a Fairness Hearing.

31. "Qualified Settlement Fund (QSF)" refers to a Qualified Settlement Fund pursuant to U.S. Treasury Regulation Section 468B-1.

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

32. "Released Claims" refers to any claims, wages, premiums, fringes, liquidated damages, or penalties alleged or that could have reasonably been alleged against the Released Parties arising out of the facts, circumstances, and primary rights at issue in the LWDA Letter and the Complaint, including all claims for: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide, authorize, and permit meal periods and to pay meal premiums; (4) failure to provide, authorize, and permit rest breaks and to pay rest premiums; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay final wages upon separation of employment; (7) failure to keep required payroll and timekeeping records; and (8) Unfair Competition. Upon entry of final approval and judgment, (i) Plaintiff and each Settlement Class Member will release only those claims for wages, penalties, interest, fees, and related relief that were asserted or could have been asserted based on the facts alleged in the Complaint during the Class Period, and (ii) the State of California, acting through Plaintiff as its deputized representative, and all Aggrieved Employees will be bound by the release of PAGA civil-penalty claims for the PAGA Period limited to violations noticed to the LWDA (or reasonably related to those noticed facts and theories).

33. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that this Agreement will extinguish as to Defendant's employees that were raised, or reasonably could have been raised, during the PAGA Period under PAGA and includes the release of all claims in the LWDA Letter and all claims alleged under PAGA in the Complaint filed in the Action.

34. "Released Parties" refers to Defendant and all its current, former, and future parents, related companies, divisions, affiliates, owners, subsidiaries, predecessors and successors, and all of their agents, employees, officers, directors, managers, spouses, vendors/contractors, partners, shareholders, members, agents, attorneys, insurers, landlords, licensees, lessors, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, PEOs, and any other successors, assigns, transferees, heirs, executors, administrators, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the preceding.

35. "Request for Exclusion" refers to a timely, written, opt-out request signed by a

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

Class Member who thereby elects to be excluded from this Agreement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number (if available); (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail or email to the Settlement Administrator at the specified address, postmarked (or if by email, sent) on or before the Response Deadline.

36. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator. Such responses may be submitted by mail or email. If the 45th day falls on a Sunday or Federal holiday, the deadline for submission by mail will be extended to the next day on which the U.S. Postal Service is open; responses submitted by email may be sent at any time on or before the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

37. "Settlement Administrator" refers to Phoenix Class Action Administration Solutions ("Phoenix") the third-party administrator the Parties have selected, subject to Court approval. The Parties sought bids from three, reputable settlement administrators. The most competitive bid was chosen.

38. "Settlement Class Member(s)" refers to any Class Member who does not submit a timely and valid Request for Exclusion from the Settlement. Settlement Class Members are entitled to receive an Individual Settlement Payment and are bound by the releases set forth in this Agreement, including the Released Claims.

B. Recitals and Procedural History

1. The LWDA Letter. On or about March 21, 2024, Liberation Law Group, P.C. submitted the LWDA Letter to the LWDA via online submission and certified mail on behalf of Plaintiff, providing notice of his intent to pursue a PAGA claim against Defendant.

2. Allegations in the Action. On June 12, 2024, Plaintiff filed the Action. Plaintiff's

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

Complaint asserts claims for: (1) Unpaid Wages; (2) Overtime Compensation; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; (7) Civil Penalties - Private Attorneys General Act (PAGA); and (8) Unfair Competition in Violation of Cal. Business and Professions Code §§ 17200 et seq.

3. Defendant's Denials. Defendant denies all material allegations in the Action; denies that it violated any laws; denies that it is liable for damages, penalties, interest, restitution, attorneys' fees or costs, or any other form of compensation; and denies that class certification, collective treatment, or representative treatment is appropriate. Defendant contends its policies, procedures, and practices comply with all applicable laws. Nonetheless, without admitting any liability or wrongdoing whatsoever, and without admitting that class certification or representative treatment is appropriate for any purpose other than settlement, Defendant has agreed to resolve the Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made solely for settlement purposes and shall not be construed as admissions of liability or fault.

4. Class Counsel's Investigation. Class Counsel has investigated the facts relating to the claims alleged in the Action and analyzed Defendant's asserted defenses. Before mediation, Defendant produced relevant documentation and data, including timekeeping and payroll information, personnel records, and policy-related materials. Class Counsel reviewed these materials, interviewed Plaintiff and available putative Class Members, and evaluated Defendant's policies, procedures, and practices.

5. Negotiation of Settlement. Class Counsel and counsel for Defendant engaged in intensive, arm's-length negotiations overseen by a well-regarded and experienced mediator, Craig J. Ackermann. The Parties participated in two sessions of mediation, concluding on September 3, 2025, followed by additional arm's-length negotiations that resulted in this Agreement. Plaintiff and Class Counsel recommend approval of the settlement after considering: (1) the legal and factual defenses that render the outcome of the Action uncertain; (2) the potential challenges in obtaining and maintaining class certification; (3) the substantial benefits that Class Members will receive under this Agreement; (4) the prompt and efficient relief provided by the settlement

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

compared to the delay and risk inherent in continued litigation and possible appeals; and (5) the ability of Class Members to opt out and pursue individual claims if they so choose.

6. Stipulation to Class Certification and Representative Treatment. For settlement purposes only, the Parties stipulate that the Class may be conditionally certified and that the Aggrieved Employees are appropriate for representative treatment under PAGA. This stipulation is not an admission that class certification or representative treatment is appropriate in litigation and shall not be admissible for any purpose other than enforcing this Agreement. If the Court declines to issue a Final Approval Order, the stipulation shall become null and void *ab initio* and shall have no bearing on whether certification or representative treatment would be proper in a non-settlement context. Defendant expressly reserves all rights to oppose class certification, representative treatment, and the merits of the Action if the settlement is not finally approved. Plaintiff likewise reserves all rights to pursue class certification, representative treatment, and trial if the Court declines to grant final approval.

C. <u>Notice to Class Members</u>

1. Content of Notice of Class Action Settlement. The Notice of Class Action Settlement shall include: (a) the amount of the Settlement; (b) a calculation of the Class Member's anticipated share of the Net Settlement Amount; (c) the full amounts of the Class Counsel Payment, Class Representative Service Award, PAGA Payment, and Administrative Costs to be requested; (d) the terms of the release; (e) the procedure to timely opt out of the Settlement through a Request for Exclusion; (f) the procedure to Object to the Settlement; and (g) the date of the Fairness Hearing. No claim form will be required to participate in the Settlement; checks will be mailed to Settlement Class Members after Final Approval.

2. Settlement Administrator. The Parties shall jointly select Phoenix as the Settlement Administrator, subject to the Court's approval. The duties of the Settlement Administrator shall include, without limitation, mailing notices to Class Members, establishing a QSF, obtaining appropriate tax identification number(s), calculating Individual Settlement Payments and Aggrieved Employees' pro rata shares of the PAGA Payment, mailing Individual Settlement Payments and tax forms to Settlement Class Members, remitting any tax payments and

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

requisite reporting documentation to taxing authorities, calculation of applicable payroll withholdings and payroll taxes, and the other duties associated with settlement administration, including those specified in this Agreement. Any dispute relating to the settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

3. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved Employees, 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 Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

4. Defendant to Provide Class Member Information to Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator a list containing the following information for each Class Member: name, last known mailing address, email address (to the extent provided to the Defendant), Social Security number/Tax Identification Number, hire date(s), and termination date(s) if applicable. The parties agree that workweeks shall be calculated based on start and stop dates (hire and termination dates), with a hard cut-off of September 3, 2025. This method of calculation shall be used by the Settlement Administrator to determine each Class Member's total workweeks without further adjustment or exclusion of specific leave time. Defendant shall provide any such other information as is necessary for the Settlement Administrator to calculate workweeks.

5. Mailing Materials to Class Members. Upon its receipt of the list described in section C.3., the Settlement Administrator shall access the National Change of Address ("NCOA") Database, and update the addresses maintained by Defendant. Within ten (10) calendar days of the receipt of the class data discussed immediately above, the Settlement Administrator shall send the Notice of Class Action Settlement to Class Members (in English and Spanish) at their last known address via First Class U.S. Mail and via email to the extent an email address has been provided to the Defendant. Any mailing returned to the Settlement Administrator as undeliverable shall be

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

sent within ten (10) calendar days via First Class U.S. Mail to any available forwarding address. If no forwarding address is available, then the Settlement Administrator shall attempt to determine the correct address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail within five (5) calendar days. If the last known address is not available for a Class Member, then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only one re-mailing is required. If a Class Member cannot be located within two (2) attempts at mailing, then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. It is the intent of the Parties that reasonable means be used to locate Class Members.

6. Proof of Mailing. At least thirty (30) calendar days prior to the Fairness Hearing, or sooner or as otherwise required by Class Counsel or the Court in connection with filing the Motion for Final Approval, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel, which they shall in turn provide to the Court.

D. <u>Class Members' Options to Respond</u>

1. Notice Period.

a. Submission of Objections and Requests for Exclusion. Class Members will have forty-five (45) calendar days from the date of mailing of the Notices to postmark or e-mail any written Objections or Requests for Exclusion to the Settlement Administrator. The last day of this forty-five (45) day period is referred to herein as the "Response Deadline." Individuals who exclude themselves from the Settlement shall lose standing to object and shall not be entitled to any Individual Settlement Payment. Except as specifically provided herein, no written response of any kind that is postmarked after the Response Deadline shall be considered unless agreed to by the Parties or ordered by the Court. Nothing in this subsection limits a Class Member's ability to appear at the Fairness Hearing and make an oral Objection, as permitted by the Court.

b. Deficiency Notices. Within ten (10) calendar days after receipt by the Settlement Administrator of each timely-submitted Request for Exclusion, if necessary, the Settlement Administrator will send a deficiency notice to the individual requesting exclusion

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

addressing any irregularities in the Request for Exclusion (such as failure to sign or include the last four digits of the Social Security number (if available)). The deficiency notice will provide fourteen (14) calendar days from the mailing of the deficiency notice to postmark or email a written response to cure all deficiencies.

2. Requests for Exclusion and Opt-Out Rights. Class Members shall be given the opportunity to opt out of the Settlement.

a. Opt-Out Procedure. Class Members may opt out of the Settlement by timely mailing or e-mailing the Settlement Administrator a valid Request for Exclusion. A Request for Exclusion, to be valid, must include the individual's name, current address, current telephone number or e-mail, and the last four digits of their Social Security number, if one has been assigned to them. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall make the determination after consultation with Class Counsel and counsel for Defendant.

b. Effect of Exclusion Through Opting Out. Any Class Member who opts out of the Settlement by submitting a Request for Exclusion may not submit an Objection. A Class Member who opts out shall not receive any Individual Settlement Payment and shall not be bound by the releases set forth in this Agreement, except that any Class Member who submits a Request for Exclusion is nevertheless bound by the Released PAGA Claims and shall receive their pro rata share of the PAGA Payment, if they are an Aggrieved Employee. If both a Request for Exclusion and an Objection are submitted by any individual, then the Request for Exclusion will be valid and will invalidate the Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the releases for which this Agreement provides.

3. Objections. Settlement Class Members shall be entitled to object to the terms of the Agreement. The right to object shall not apply to the Released PAGA Claims. Consistent with Section A.26, a Settlement Class Member may object (a) by submitting a written Objection to the Settlement Administrator during the Notice Period, or (b) by appearing at the Fairness Hearing and making an oral objection, as permitted by the Court. A written Objection should, to the extent

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

reasonably possible, include: (1) the name and case number of this Action (or a reasonable portion thereof), (2) the full name and current address of the Settlement Class Member making the Objection, and (3) the specific reason(s) for the Objection. Failure to include some or all of this information shall not, by itself, prevent the Court from considering the Objection. Settlement Class Members who submit an Objection remain bound by this Agreement, if it is approved by the Court. Written Objections shall be directed to the Settlement Administrator, and Class Counsel shall be responsible for promptly collecting and filing all written objections, including any responses from the Parties thereto, with the Court.

4. Waiver of Objection Rights. Settlement Class Members who do not submit any Objection, whether written during the Notice Period or oral at the Fairness Hearing as permitted by the Court, shall be deemed to have waived any objection to the Settlement. Failure to submit a written Objection in the manner described in this Agreement shall not, by itself, preclude a Settlement Class Member from appearing at the Fairness Hearing and making an oral objection, subject to the Court's orders and procedures.

5. Proof of Class Members' Responses. At least thirty (30) calendar days prior to the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing due to invalid addresses, the number of any Requests for Exclusion, and the number of any Objections and the general contents of the written Objections.

6. Disputed Information on Class Notice. Settlement Class Members will have an opportunity to dispute the information provided in their Class Notice. To the extent Settlement Class Members dispute their Settlement Payment, Settlement Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Settlement Class Member produces evidence contrary to Defendant's records by the Response Deadline, the Settlement Administrator shall notify Class Counsel and Defendant's Counsel to discuss and resolve the dispute, including providing all available relevant information to all counsel. The Parties will resolve all disputes jointly, which shall be final and binding on any

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

Settlement Class Member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a determination and, if the dispute remains unresolved after that, the dispute shall be submitted to the Court for final determination. All such disputes are to be resolved or submitted to the Court no later than fourteen (14) calendar days after the Response Deadline.

7. Binding Effect of Settlement. Although a Class Member might not receive the Notice of Class Action Settlement, and might not timely submit an Objection or Request for Exclusion because of inability to locate the Class Member's current address, this Agreement shall nonetheless bind him or her if the Court grants final approval, except as otherwise ordered by the Court.

8. No Interference with Class Member Responses. The Parties and their counsel agree not to encourage or discourage any Class Member from submitting an Objection or Request for Exclusion, and shall not retaliate against any Class Member for their participation or non-participation in the Settlement.

E. <u>Distribution of Settlement Proceeds</u>

1. Administrative Costs. The Parties have obtained reasonable estimates of Administrative Costs through a bidding process and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

2. Class Counsel Payment. Class Counsel shall request that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement Amount, for (a) attorneys' fees of up to 33 1/3% of the Gross Settlement Amount or $125,000.00 and (b) litigation costs actually incurred in representing the interests of the Class in this Action, up to $20,000.00 (projected costs are currently approximately $8,500). Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the amount of Class Counsel Payment that Class Counsel requests, the difference between the requested and awarded amounts will be

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

distributed to Settlement Class Members on a proportional basis relative to the size of their claims as set forth in Section E.5, below. The Court's approval of the Class Counsel Payment in the amount requested is not a material term of this Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

3. Class Representative Service Award. Plaintiff will request a Class Representative Service Award in an amount up to Seven Thousand Five Hundred Dollars ($7,500.00). Defendant agrees not to object to a request up to this amount. The Class Representative Service Award will be in addition to Plaintiff's Individual Settlement Payment. Any amount of the requested Award not approved by the Court shall be added to the Net Settlement Amount and distributed to Settlement Class Members on a proportional basis relative to the size of their claims as set forth in Section E.5, below. In exchange for the Class Representative Service Award, Plaintiff shall execute a general release of all claims, as set forth in Section F.2 below. The Court's approval of the Class Representative Service Award is not a material term of this Agreement. If the Court does not approve, or approves only a lesser amount of, the Class Representative Service Award, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

4. Individual Settlement Payments. Each Settlement Class Member shall be entitled to an Individual Settlement Payment consisting of a share of the Net Settlement Amount, in accordance with the formula and procedures set forth below.

a. Distribution formula. The Net Settlement Amount will be distributed to Settlement Class Members based on their total workweeks during the Class Period as determined by the Settlement Administrator as a percentage of the total workweeks by all Class Members during the Class Period. To determine each Settlement Class Member's Individual Settlement Payment, the Settlement Administrator will use the following formula: Settlement Class Member's workweeks during the Class Period divided by total workweeks for all Class Members during the Class Period times Net Settlement Amount.

b. Unnegotiated funds. All checks not cashed within one hundred eighty

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

(180) days of payment shall be cancelled. If the total value of uncashed checks amounts to 20% or more of the Net Settlement Amount, a second distribution shall be made to those Settlement Class Members who cashed their initial checks. If the total value is less than 20%, or if any funds remain after a second distribution, those funds shall be awarded to La Raza Centro Legal, a *cy pres* recipient consistent with the dictates of Code of Civil Procedure section 384.

c. Timing of Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall issue Individual Settlement Payments within thirty (30) days after it receives the Gross Settlement Amount from Defendant. Any checks not cashed within one hundred eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Settlement Class Member shall be deemed to, nevertheless, be bound by the releases provided herein.

d. Tax Treatment of Individual Settlement Payments to Class Members. All individual settlement shares for Settlement Class Members will be allocated as follows: twenty percent (20%) to settlement of wage claims and eighty percent (80%) to settlement of claims for interest and statutory penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS Form 1099 by the Settlement Administrator (and not Defendant). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Court's approval of the allocation of Individual Settlement Payments set forth above is not a material term of this Agreement unless the Court orders an allocation of more than 33 1/3% of Individual Settlement Payments as wages. If the Court does not approve or approves a different allocation, then the other terms of this Agreement shall still remain in effect.

5. Effect of Opt-Outs On Net Settlement Amount. This is a non-reversionary, non-claims-made Settlement. No portion of the Gross Settlement Amount shall remain with Defendant. If any Class Member chooses to opt out of the Settlement and submits a timely and valid Request

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

for Exclusion, then that Class Member's Individual Settlement Payment shall be distributed to Settlement Class Members on a proportional basis. However, if more than five (5) individuals in the Class opt out, Defendant has the right to void this Agreement.

6. Funding of Gross Settlement Amount. Assuming the Settlement has reached its Effective Date, Defendant shall disburse the Gross Settlement Amount to the Settlement Administrator within seventy-five (75) days after the Effective Date, but no earlier than November 1, 2026.

7. Escalator Clause. Defendant estimates that as of September 3, 2025, there were 11,538 workweeks in the Class Period. If the actual number of workweeks is more than 10% higher than this estimate (i.e., more than 12,692 workweeks), Plaintiff shall have the right to void this Agreement unless Defendant agrees to either: (a) a proportional increase in the Gross Settlement Amount; or (b) roll back the Class Period to the date at which the workweeks count is 10% above 11,538.

8. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

F. Releases

1. Releases by Settlement Class Members. By operation of the entry of the Final Approval Order and Judgment, and except as to rights created by this Agreement, all Settlement Class Members shall fully release Defendant and all Released Parties (as defined herein) from the Released Claims. By way of example, the Released Claims include all claims for unpaid wages, including minimum wages; overtime wages, including but not limited to alleged miscalculation of overtime; failure to timely pay wages; failure to pay all hours worked, including but not limited to alleged off-the-clock work; rest periods; meal periods; itemized wage statements; waiting time penalties; unfair business practices or unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and any other damages, penalties, or amounts related to any

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

or all of the foregoing. The Release Period for the Class Claims shall be the Class Period.

2. Additional Release by Class Representative. In addition to the releases given by each Settlement Class Member, Plaintiff, in his capacity as Class Representative, will execute a general release of all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation, arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties, except as may be prohibited by law. For the avoidance of doubt, this general release includes claims arising from Plaintiff's employment relationship with Defendant, including, without limitation, claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000e et seq., the California Fair Employment and Housing Act, California Gov't Code section 12900 et seq., any claims for violation of public policy, and any claims arising under the California Labor Code or the FLSA. This general release by Plaintiff also includes a waiver of rights under California Civil Code section 1542, which states:

> **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.**

This general release by Plaintiff is effective only upon the Court granting final approval of the Settlement and applies only to claims that may be released as a matter of law. It does not include future claims that arise after final approval.

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

4. Settlement is Contingent Upon Release of Claims. This Agreement is conditioned upon the releases by Settlement Class Members, the Aggrieved Employees, and

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

Plaintiff as described herein, and upon covenants by the Settlement Class Members, the Aggrieved Employees, and Plaintiff that they will not participate in any actions, lawsuits, proceedings, complaints, or charges in any court or before any administrative body arising from or related to the Released Claims.

5. Inadmissibility of Settlement Documents. The Parties agree that this Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement. The Parties further agree that, to the extent permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

6. Neutral Reference. Defendant agrees to provide a neutral reference to Plaintiff so that, in response to any inquiry from a prospective employer of Plaintiff, Defendant will provide only dates of employment and position held.

7. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval Defendant agrees not to oppose Plaintiff's Motions for Preliminary Approval, to the extent they comport with the Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiff as representative of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

8. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Appointment of Plaintiff as representative of the Settlement Class;

d. Appointment of Class Counsel as counsel for the Settlement Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Payment to Plaintiff;

g. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

h. Entering judgment in this Action, while maintaining continuing jurisdiction to implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

9. <u>Effects of Termination of the Settlement</u>. In the event that the Settlement Agreement is not approved by the Court, such a development shall have the following effects:

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

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

execution of the Settlement Agreement;

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

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

G. Miscellaneous

1. Materiality of Terms. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive terms, or if the Court effects a material change to the Agreement then the entire Agreement will be, at the Parties' discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give the Parties any basis to abrogate this Agreement.

2. No Tax Advice. Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

3. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation for hours worked or hours paid for the purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan,

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or Aggrieved Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or Aggrieved Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

4. Review of Documents. All settlement-related documents to be filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent. Plaintiff shall provide drafts of all papers to be filed with the Court (including the Motion for Preliminary Approval, Notice, and Motion for Final Approval) to Defense Counsel for review and comment prior to filing.

5. Parties' Authority. The signatories hereto represent that they are fully authorized to bind the Parties to all the terms of this Agreement. This Agreement may be executed on behalf of Settlement Class Members by the Class Representative and by Class Counsel.

6. Entire Agreement. This Agreement, which includes its Definitions, Recitals, and any Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and understandings between the Parties.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement, binding upon and effective as to all Parties.

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

8. Facsimile or Scanned Signatures. A Party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

9. Waivers and Modifications to Be in Writing. No waiver, modification, or amendment of this Agreement—whether purportedly made before or after the Court's approval of this Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any other provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any provision of this Agreement. The time periods and dates provided in this Agreement with respect to giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and Defense Counsel.

10. Construction. Each Party participated jointly in the drafting of this Agreement, and its terms are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

a. Headings. The headings within this Agreement appear for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

b. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.

11. Duty to Cooperate. Each Party, upon the request of another, agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

unnecessary Administrative Costs.

12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this 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, considering 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.

13. No Prior Assignments or Undisclosed Liens. The Class Representative and Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class Representative and Class Counsel further represent and warrant that there are not any liens or claims against any amount that Defendant is to pay under this Agreement.

14. Waiver of Right to Request Exclusion by Class Representative. The Class Representative, by signing this Agreement, agrees not to request exclusion from the Settlement. The Class Representative, by signing this Agreement, further represents that he has no objection to the terms of the Agreement and believes the terms to be fair, reasonable, and adequate.

15. Interim Stay of the Action. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

16. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any matter arising out of, or related to, the implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without the consent of all Parties.

17. Disputes. If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are unsuccessful, they agree to mediate any such dispute with mediator Craig J. Ackermann. The Parties will split the costs of the mediator, and all Parties will bear their own fees and costs. If mediation of any such dispute fails, such dispute shall be finally resolved by the Court.

Docusign Envelope ID: 95A612D8-BB55-4137-A21E-BC4661FE4B55

18. Governing Law. All terms of this Agreement shall be governed by and interpreted according to California law.

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

20. Confidentiality. The Parties and their counsel agree to keep the terms of the Agreement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, and Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, post on any internet website or have any communication with the press about the Action and/or the fact, amount or terms of the Agreement prior to the filing of Plaintiff's Motion for Preliminary Approval.

H. Signatures. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the dates set forth below:

DATED: 1/14/2026

Signed by:
Naveed Ashgar
3528DC78AE4144E...

Name: Naveed Ashgar
Position: Managing Member
On behalf of Defendant

DATED: Jan 15, 2026

Luis Del rio

Plaintiff Luis A. Del Rio Rosales

APPROVED AS TO FORM:

DATED: Jan 15, 2026

Arlo Garcia Uriarte
Class Counsel
Liberation Law Group, P.C.

DATED: January 14, 2026

Jonathan R. Babione
Adam N. Arce
Counsel for Defendant
Ferber Law, APC

[END OF DOCUMENT]

SignRequest

Signing Log

Document ID: J8Z85622

Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:	Tires Direct_Settlement Agreement.pdf SHA256 security hash: 2884c5ef635b6206f5a056f41c3d6dd5fc0d4eb8b97da2a078a978256f0268f1
Sent on:	Jan. 15, 2026, 5:16 p.m. (UTC)
From:	SignRequest <no-reply@signrequest.com> on behalf of (signrequest@liberationlawgroup.com)
To:	neross35th@gmail.com
Subject:	Arlo Uriarte (signrequest@liberationlawgroup.com) has sent you a SignRequest

Message:

> Please sign this document.
>
> Kind regards,
>
> Arlo Uriarte (signrequest@liberationlawgroup.com)

IP address:	45.80.185.3
User agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/143.0.0.0 Safari/537.36

Arlo Uriarte (signrequest@liberationlawgroup.com)

Email address verification:	Verified by SignRequest

neross35th@gmail.com

Email address verification:	Verified by SignRequest
Text added, page 25:	Jan 15, 2026
Signature added, page 25:	
IP address:	107.77.211.198
User agent:	Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/143.0.0.0 Mobile Safari/537.36
Document signed:	Jan. 15, 2026, 6:16 p.m. (UTC)

EXHIBIT 2

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF CONTRA COSTA
Del Rio Rosales v. Wholesale 209, LLC dba Tires Direct, Case No. C24-01532

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

DID YOU WORK FOR TIRES DIRECT, IN CALIFORNIA, AS AN HOURLY-PAID EMPLOYEE AT ANY POINT FROM JUNE 12, 2020, THROUGH SEPTEMBER 3, 2025?

IF YES, YOU ARE LIKELY ENTITLED TO A SHARE OF THIS PROPOSED SETTLEMENT.

- A proposed class action settlement ("the Settlement") has been reached between Luis A. Del Rio Rosales ("Plaintiff") and Wholesale 209, LLC dba Tires Direct ("Defendant") (collectively "the Parties").

- The Settlement resolves a putative class and representative action brought by Plaintiff in which he alleges that Defendant failed to: (1) pay all wages owed; (2) provide all required overtime compensation; (3) provide compliant meal periods; (4) authorize and permit compliant rest periods; (5) provide accurate itemized wage statements; and (6) timely pay wages upon separation of employment. Plaintiff's representative action was brought under the California Private Attorneys General Act, Cal. Labor Code section 2698 et seq. Plaintiff also contends that these alleged violations resulted in unfair business practices under California Business and Professions Code section 17200 et seq.

- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted by Plaintiff. Defendant does not admit to liability on any of the claims alleged in the lawsuit or that the case is appropriate for class or representative treatment.

- After extensive negotiations, the Parties reached this proposed settlement in light of all known facts and circumstances, including the various risks and uncertainties associated with continued litigation.

- The Settlement calls for eligible employees to receive individual class settlement payments based on total workweeks worked during the time period of June 12, 2020, through September 3, 2025 (hereinafter the "Class Period").

- The Settlement also provides PAGA payments to eligible employees based on total pay periods worked between March 21, 2023, through September 3, 2025 (hereinafter the "PAGA Period").

- Your projected individual settlement payment is [insert projected settlement payment] based on [insert workweeks in Class Period]. Your projected PAGA payment is [insert projected PAGA Payment] based on [insert pay periods in PAGA Period]. If you feel the above projections are inaccurate, please follow the instructions shown in section 6 below to file a dispute with the Settlement Administrator.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You are not required to do anything to receive your individual settlement payment or your PAGA payment (if eligible). Subject to the Court's Final Approval of the settlement, your settlement payment will be mailed to the same address where this Notice was sent—unless you timely provide a different address to the Settlement Administrator. In exchange for the payment, you will release the claims described in Section 7 below. Please notify the Settlement Administrator if your mailing address changes.

EXCLUDE YOURSELF	You may exclude yourself or "opt out" of the class portion of this settlement by following the instructions in Section 10 below. The deadline to opt out is [insert 45-day deadline]. If you submit a valid and timely Request for Exclusion, you will **not** receive a class settlement payment, and you will **not** be bound by the class release in Section 7. However, California law does not permit you to opt out of the portion of the Settlement that resolves claims under the Private Attorneys General Act (PAGA), and you will still receive a PAGA payment if you are eligible.
OBJECT	If you wish to object to the settlement, you should submit a written Notice of Objection along with any supporting documents to the Settlement Administrator. See Section 12 below for instructions. Your objection must be postmarked, e-mailed, or faxed no later than [insert 45-day deadline]. Alternatively, you may appear at the final approval hearing and make an oral objection in person, even if you do not submit a written objection in advance."

- The above rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant Final Approval of the settlement. Thus far, the Court has granted Preliminary Approval, indicating that the settlement is within the range of reasonableness. Settlement payments will only be issued if the Court grants Final Approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator, Class Counsel, or Defendant's counsel, whose contact information is provided in this notice. You may also access additional information by visiting this website: [insert URL for settlement website managed by settlement administrator].

IMPORTANT POINTS ABOUT THE SETTLEMENT

1. Why did I get this notice?

Defendant's records show that you worked for Wholesale 209, LLC dba Tires Direct as a non-exempt, hourly employee in California at some point during the Class Period. This Notice Form explains Plaintiff's lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

The lawsuit is known as *Luis A. Del Rio Rosales v. Wholesale 209, LLC dba Tires Direct* and is pending in the Superior Court of the State of California, County of Contra Costa. Plaintiff has sued Defendant based on the following alleged causes of action: (1) failure to pay all wages; (2) failure to pay overtime compensation; (3) failure to permit meal periods; (4) failure to permit rest periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and (8) unfair competition in violation of Business and Professions Code §§ 17200, et seq.

Defendant denies Plaintiff's allegations and contends it complied with applicable wage-and-hour requirements. The Court has not decided whether there is any merit to Plaintiff's claims. However, after negotiations, the Parties have agreed to settle the matter. The Settlement has been proposed to the Court, and the Court has granted preliminary approval. Plaintiff will next move for final approval of the Settlement.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "plaintiff" sues on behalf of other people who said plaintiff(s) alleges have similar claims. All of these people are part of a putative "class" and are referred to as putative "class members." If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert grant of preliminary approval date], the

Court issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

"Class Members" or "Settlement Class Members" means all current and former hourly-paid or nonexempt employees of Defendant who worked in California at any time during the Class Period, June 12, 2020, through September 3, 2025.

5. Why is there a settlement?

After conducting substantial discovery—including reviewing time and pay records, policies, and putative class member declarations—both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of Plaintiff's allegations and contends that it has at all times complied with applicable laws. Plaintiff and his lawyers believe that the Settlement represents a strong and fair recovery for the Settlement Class, and is in the best interest of all Settlement Class Members.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a "Gross Settlement Amount" of $375,000. From that amount, deductions will be made subject to Court approval for the following:

- Attorneys' Fees: Not to exceed 33 1/3% of the Gross Settlement Amount, or $125,000.
- Attorneys' Costs: Not to exceed $20,000 (projected actual costs are approximately $8,500).
- Class Representative Service Award: Up to $7,500 to Plaintiff Luis A. Del Rio Rosales.
- PAGA Allocation: $20,000, of which $15,000 (75%) will be paid to the California Labor and Workforce Development Agency (LWDA) and $5,000 (25%) will be distributed to employees who worked during the PAGA Period, regardless of whether they exclude themselves from the class settlement.
- Settlement Administration Costs: Not to exceed $2,950, payable to Phoenix Class Action Administration Solutions.

The remaining funds—known as the "Net Settlement Fund"—will be distributed to all Settlement Class Members who do not opt out of the settlement ("Participating Settlement Class Members").

Individual Settlement Payment:

The Settlement Administrator will calculate the total number of workweeks worked by each Participating Settlement Class Member during the Class Period, June 12, 2020, through September 3, 2025. Any partial workweek will be rounded up to a full workweek. Each Participating Settlement Class Member's share of the Net Settlement Fund will be determined using the following formula:

- Estimated Individual Settlement Payment = (Individual Workweeks ÷ Total Class Workweeks) × Net Settlement Fund

For tax purposes, 20% of each Individual Settlement Payment will be reported as wages on an IRS Form W-2 and will be subject to standard payroll tax withholdings. The remaining 80% will be reported as non-wage penalties and interest on an IRS Form 1099. Defendant will pay the employer's share of payroll taxes separately, in addition to the Gross Settlement Amount. Recipients are responsible for correctly characterizing all settlement payments for tax purposes and should consult with a tax advisor regarding any questions about personal tax obligations.

Your estimated settlement payment is [Estimated Payment], which is based on your total individual workweeks: [Workweeks].

If you believe your workweek count is incorrect, you must submit a written dispute to the Settlement Administrator no later than [insert 45-day deadline], via mail, fax, or e-mail:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

Your dispute must include: (a) your full name, signature, address, and telephone number; (b) the number of workweeks you believe to be accurate; and (c) any supporting documentation. The Settlement Administrator will review and resolve all disputes, and its determination will be final and binding.

PAGA Settlement Payment

The $5,000 portion of the PAGA Allocation will be distributed to all Settlement Class Members who worked during the PAGA Period—from March 21, 2023, through September 3, 2025—regardless of whether they opt out of the class settlement. **California law does not allow individuals to opt out of or object to the PAGA portion of a settlement.** PAGA payments will be reported as non-wage penalties on IRS Form 1099. Recipients are responsible for any applicable taxes.

7. What am I giving up in exchange for the class action settlement benefits?

If you do not opt out of the settlement, you will release Wholesale 209, LLC dba Tires Direct and its current, former, and future parents, affiliates, subsidiaries, owners, predecessors, successors, officers, directors, employees, contractors, agents, insurers, benefit plans, and assigns from all claims under state, federal (including, but not limited to, the Fair Labor Standards Act), or local law, arising out of the facts, circumstances, and primary rights at issue in the LWDA Letter and the Complaint, including claims that could have been asserted based on those pleaded facts, for: (1) Failure to Pay All Wages; (2) Failure to Pay Overtime Compensation; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; (7) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and (8) Unfair Competition in Violation of California Business and Professions Code §§ 17200, et seq. ("Released Claims"). The release shall only apply to the Class Period, i.e., June 12, 2020, through September 3, 2025.

The PAGA release at hand is solely on behalf of the State of California (Labor and Workforce Development Agency), by and through the named Plaintiff as the State's authorized proxy. The release of PAGA claims in this Settlement is limited in scope to only those Labor Code violations, factual allegations, and legal theories specifically alleged in the LWDA Letter, and only for the period of March 21, 2023, through September 3, 2025.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You do not need to take any action to receive your payment. If you do not opt out, and the Court grants Final Approval of the settlement, and once the Effective Date occurs and the Settlement is funded, a check will be mailed to the address on file with the Settlement Administrator.

9. When will I get my check?

Checks will be mailed to Participating Settlement Class Members eligible to receive benefits under the Settlement after the Effective Date and after the Settlement Administrator receives the Gross Settlement Amount from Defendant (which will occur no earlier than November 1, 2026), and the timing for distribution is met. The Settlement Administrator will mail checks within forty-five (45) calendar days after receiving the Gross Settlement Amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to "opt out" of the Settlement. Your written Request for Exclusion may be mailed, faxed, or e-mailed to the Settlement Administrator. It must include your full name, current mailing address, telephone number, and the last four digits of your Social Security number (if assigned to you).

Your Request for Exclusion must be postmarked, faxed, or e-mailed no later than [insert date 45 days from mailing]. Any request that is late or incomplete may be deemed invalid. If there is a dispute about the validity or timeliness of your request, the Settlement Administrator will make a final decision after consulting with Class Counsel and Defense Counsel.

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

11. If I exclude myself, can I get anything from the Settlement?

If you exclude yourself from the Settlement, you will not receive an individual settlement payment. However, you may still receive a PAGA payment. **Under California law, there is no statutory right to opt out of or object to a settlement of PAGA claims.** Therefore, your exclusion will apply only to the class action claims and will have no effect on your eligibility to receive a PAGA payment.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

You may object to the Settlement by submitting a written statement to the Settlement Administrator. Alternatively, you may appear at the final approval hearing and make an oral objection in person, even if you do not submit a written objection in advance. Your objection must include:

- The name of the case and case number: "*Del Rio Rosales v. Wholesale 209, LLC dba Tires Direct,* Case No. C24-01532"
- Your full name, current mailing address, and the last four digits of your Social Security number (if assigned)
- A clear explanation of your objection, including whether it applies only to you, to a group, or to the entire class

Please note: you may not object and exclude yourself at the same time. If you submit a valid exclusion request, your objection will not be considered.

Your written objection must be postmarked, faxed, or e-mailed no later than [insert date 45 days from notice mailing] and sent to:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

13. What is the difference between objecting and asking to be excluded?

Objecting means telling the Court you disagree with some part of the Settlement but still wish to be part of it. If you object, you may still receive a payment if the Settlement is approved. Excluding yourself means removing yourself entirely from the class portion of the Settlement—you won't receive a class payment and you can't object. You cannot do both. However, even if you exclude yourself, you will still receive a PAGA payment if eligible.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment under the Settlement and you will give up your right to sue Defendant for the claims resolved by the Settlement, subject to the Court's final approval.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert date and time] in Department 39 of the Superior Court of California, County of Contra Costa, located at the Wakefield Taylor Courthouse, Civil, Criminal, and Probate, 725 Court Street, Martinez, CA 94553. The date or time may change without further notice, so you should check the settlement website for updates.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable. The Court will also consider any objections. You do not have to submit a written objection or give advance notice to object. The Court will consider any oral objections at the final approval hearing. The decision may be issued at or after the hearing.

If the Court grants Final Approval, the signed Final Judgment and related documents will be posted at: [insert settlement website] for at least 90 days.

16. Do I have to come to the hearing?

No. Class Counsel will appear on your behalf. You may attend at your own expense, but it is not required. If you mailed a written objection, the Court will consider it. You may also hire your own attorney at your own expense, but you do not need one.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the terms of the settlement. For more detailed information, you may contact the Settlement Administrator at [Phone Number] or visit the settlement website at [insert URL]. You may also access the public docket for this case, including all relevant filings and Court orders, by visiting the Contra Costa County Superior Court online case access portal and entering the case number C24-01532.

All inquiries regarding this Notice or the Settlement should be directed to the Settlement Administrator. You may also contact Class Counsel or Counsel for Defendant:

Class Counsel

ARLO GARCIA URIARTE, ESQ.
arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
Fax: (415) 695-1006

Counsel for Defendant

[please insert]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

EXHIBIT 3

Table of Hours Worked

	Pre-Litigation Investigation	PAGA, Complaint Drafting & Answer	Case Management & Client/Class Contact	Informal Information Exchange, Damage Model & Data Analysis	Mediation, Negotiation and Draft Agreement	Approval Motions	Total Hours
Arlo Uriarte	8.1	7.1	14.2	10.4	20.1	12.6	**72.50**
Nick Aguilar	6.4	3.5	8.5	24.8	18	4.2	**65.40**
Luiseth Contreras	6.5	.8	12.5	2.1	3.5	5.3	**33.40**
Vicent Uriarte	14.3	3.20					**17.50**
Kristoffer Solomon				28.43			**28.43**
TOTAL							**217.23**

	Rate	Hours	Total
Arlo Uriarte	$ 800	**72.50**	$58,000
Nick Aguilar	$ 500	**65.40**	$32,700
Luiseth Contreras	$ 280	**33.40**	$9,352
Vicent Uriarte	$ 280	**17.50**	$4,900
Kristoffer Solomon	$ 240	**28.43**	$6,823
TOTAL		**217.23**	**$111,775**

EXHIBIT 4

Liberation Law Group P.C.

Liberation Law Group P.C., 2760 Mission Street
San Francisco, CA 94110
Phone: 4156951000 | Fax:

INVOICE

Luis Alberto Del Rio Rosales
, CA
United States

Invoice Date: October 19, 2026
Invoice Amount: $8,343.77

Matter: Del Rio Rosales v. Wholesale 209, LLC dba Tires Direct

Costs

2/26/2024	Postage	$1.28
6/13/2024	E112 Court fees - One Legal Credit Sale#06116643 dated 6/13/24 initial Complaint Filed, Civil Case Cover Sheet, Summons Issued/Filed	$1,496.58
6/23/2024	"E107 Delivery services/messengers -Western Messenger Service Inv Invoice#7504 dated 6/23/24 Origin LLG to Wholesale 206 Llc Dba Tires Direct 3158 Transworld Drive Stockton CA 95206 Rosales v Wholesale 209 "	$175.31
7/1/2024	E112 Court fees - One Legal Credit Sale#06166005 dated 7/1/24 Summons Issued/Filed	$19.10
10/19/2024	E112 Court fees - odyssey Efile dated 10/19 Order Case Management Statement	$4.50
4/30/2025	E106 Online Research Lexis Charges April 2025	$110.18
6/20/2025	E112 Court fees - One Legal Credit Sale#07230919 dated 06/20/2025 Case Management Conference Statement Filed	$23.63
6/20/2025	One Legal - Case Management Conference Statement Filed	$23.63
9/15/2025	Flat fee for mediation, mediator proposal, and settlement of class action + PAGA representative matter	$6,000.00
10/15/2025	One Legal - Case Management Conference Statement Filed	$23.63
10/22/2025	One Legal - Response to Order to Show Cause Filed,Notice of Conditional Settlement of the Entire Case Filed	$23.63

2/11/2026	One Legal - Motion Filed To/For,Declaration Of	$77.63
2/11/2026	One Legal - Motion Filed To/For,Declaration Of	$87.86
7/20/2026	One Legal	$27.83
	Court Transaction Number 24471613	
	Case Number C24-01532	
	Documents Lodge Order/Judgment	
10/19/2026	Notice/Motion Final Approval	$77.63
10/19/2026	Notice/Motion Final Approval courtesy copies	$87.86
10/19/2026	Lwda proof of service	$27.83
10/19/2026	Order/judgment - aprox	$27.83
10/19/2026	Complaince Statement	$27.83
TOTAL:		$8,343.77

EXHIBIT 5

Arlo García Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorney for PLAINTIFF
LUIS A. DEL RIO ROSALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

Luis A. Del Rio Rosales,

Plaintiff,

v.

Wholesale 209, LLC dba Tires Direct, and DOES 1 through 50.

Defendants.

Case No.: C24-01532

PLAINTIFF LUIS A DEL RIO ROSALES' DECLARATION IN SUPPORT OF HIS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Luis A. Del Rio Rosales, have personal knowledge of the matters stated herein, and if called upon as a witness, I could competently testify as follows:

1. I submit this declaration to provide additional details regarding my role as a putative class representative in this matter. I believe I am an adequate class representative, and my claims and allegations are common and typical of those shared by the putative class.

2. I was employed by Wholesale 209, LLC dba Tires Direct ("Defendant") from around January 2023 through February 2024 as a tire technician. Before the complaint was filed, I met with my lead attorney, Arlo Uriarte, and his legal team at Liberation Law Group, P.C. ("LLG") and described the working conditions I experienced, including my typical schedule and job duties. Based on my experience and understanding, Defendant did not pay me for all hours I worked, which resulted in unpaid wages, including unpaid overtime. I also explained my understanding that when I worked overtime, I was paid at my regular rate rather than at overtime rates. In addition, I described issues I experienced with Defendant's meal and rest period practices. Based on my experience, understaffing and workload affected my ability to take meal and rest periods.

3. During these interviews with the LLG team, I emphasized that these problems were not unique to me. I observed my coworkers facing similar wage and hour issues.

4. After our initial discussions, Mr. Uriarte discussed the option of filing a class action lawsuit to address the issues I described and potentially benefit other employees. He asked whether I would be willing to serve as a class representative and explained the general responsibilities associated with that role. He also asked whether I was aware of any conflicts of interest with my former coworkers, and I indicated that, to the best of my knowledge, I was not. Based on my understanding of those responsibilities, I agreed to serve as a class representative because I believed a class action and a representative action under PAGA were appropriate ways to pursue relief for myself and other similarly situated employees. This part of the process took approximately 4.5 hours of my time.

5. Before the complaint was filed, I assisted the legal team extensively by providing detailed information about my employment experience, identifying and contacting former

coworkers, and gathering relevant employment documents. I dedicated about 3 hours of my time to this.

6. After filing the complaint, I regularly worked with the legal team answering questions and other activities to support as much as I could. A mediation opportunity was set, and I worked closely with the legal team to prepare thoroughly for the session. Unfortunately, we did not reach a complete settlement during the initial mediation, but we continued our efforts and scheduled a second mediation session. I estimate that the preparation for the first mediation and participation in the session took about 7 hours of my time.

7. Before the second mediation session, I continued assisting the legal team by confirming documents and helping facilitate communication with other employees as needed. I attended the second mediation session and participated in the discussions regarding potential resolution of the case. I estimate that the preparation for the second mediation and participation in the session took about 9 hours of my time.

8. Throughout this process, attorney Arlo Uriarte and the LLG team have communicated with me regarding the status of the case and the settlement discussions, including through phone calls and meetings. Based on my understanding of the settlement and the information provided to me, I believe the settlement is fair and reasonable and addresses the interests of the settlement class. I dedicated approximately 23.5 hours as a representative for this case.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date January 28, 2026, in Richmond, California.

__/SIGNED/_____
Luis A. Del Rio Rosales

EXHIBIT 6

ARLO GARCIA URIARTE

Professional Qualifications and Representative Class and PAGA Matters

EDUCATION AND BAR ADMISSION

University of San Francisco School of Law, graduate, 2003.
Admitted to practice law in California, 2004.

PROFESSIONAL EXPERIENCE

Founding and Managing Attorney, Liberation Law Group, P.C.

Practice focused on plaintiff-side employment litigation since 2004, including wage and hour class actions and representative actions under the Private Attorneys General Act (PAGA). Approved as class counsel by state and federal courts in numerous wage and hour class actions.

CLASS ACTION AND PAGA EXPERIENCE

Experience includes class certification, discovery, dispositive motions, mediation, settlement negotiations, and analysis of payroll records, timekeeping systems, and compensation practices. Representative claims include unpaid wages, off-the-clock work, rounding, meal and rest period violations, wage statement penalties, and waiting time penalties.

REPRESENTATIVE CLASS AND PAGA MATTERS

Herrada v McWane, Inc.

Alameda Superior Court, RG21103064, failure to pay all hours worked, overtime, failure to provide meal and rest periods case against a cast ductile iron manufacturer.

Farmer v. FHR San Francisco Operations, LLC

San Francisco Superior Court, CGC-20-588472. failure to pay all hours worked, overtime, and failure to provide meal and rest periods case against a renowned hotel; settlement achieved and approved).

Corona v. San Francisco Brewing Co., LLC

San Francisco Superior Court, Case No. CGC-20-583125. Class and PAGA settlement; Arlo Uriarte appointed Class Counsel. The September 26, 2024 order granted final approval and approved a $10,000 PAGA allocation, including $7,500 to the LWDA.

Melendez v. Genesis Building Services, Inc., et al.

San Mateo Superior Court, Case No. 20-CIV-00453. Class and PAGA claims involving unpaid wages, overtime, meal and rest periods, and recordkeeping. Arlo Uriarte designated Class Counsel for settlement purposes at preliminary approval. The approved notice describes a $605,000 proposed settlement, including $25,000 in PAGA penalties.

Lopez v. Peak California Restaurant Group, LLC,

Contra Costa Superior Court, C20-00497, failure to pay all hours worked, overtime, failure to provide meal and rest periods; case against a popular restaurant chain.

Romero v Taquerias el Farolito, Inc.,

San Francisco Superior Court, CGC-19-577957, failure to pay all hours worked, unpaid minimum wage, overtime, failure to provide meal and rest periods; and unpaid expenses case against a Mexican food chain restaurant. Settlement approved.

Sanchez v. Atherstone Foods, Inc.

Contra Costa Superior Court, C20-01999, failure to pay all hours worked, unpaid minimum wage, overtime, failure to provide meal and rest periods; and unpaid expenses case against fresh food production company. Settlement approved.

Aldana v. Wayfare Manager, LP,

San Francisco Superior Court, CGC-19-576943, meal and rest period violations case. Settlement approved.

Barragan v. Land & Sea Restaurants, LLC

San Francisco Superior Court, CGC-18-571989, failure to pay all hours worked, overtime, failure to provide meal and rest periods; case against a restaurant. Settlement approved.

Glover v Hallmark Aviation Services

San Francisco Superior Court, CGC-18-571984, failure to pay all hours worked, overtime, failure to provide meal and rest periods case against a company that offers different services to airports and airlines. Settlement approved.

Bailon v Forge Pizza

Alameda Superior Court, RG16811165, meal and rest period violations case against a pizza restaurant. Settlement approved.

Osorio v Mezzetta, Inc.

Napa County Superior Court, 17CV001321, unpaid wages, breaks, off-the-clock work by fruit and vegetable bottling company.

Concepcion v. DFS Group, L.P.

San Francisco Superior Court, CGC-15-548698. $1,575,000 total settlement fund; 760 settlement class members; wage and hour class action mostly about unpaid meal and rest period premiums with an unpaid wages element as well.

Jakosalem v. Air Serv Corporation

U.S. District Court, Northern District of California Case No. 3:13-cv-05944-SI. unpaid minimum wage, overtime, and failure to provide meal and rest periods; class action settlement achieved and approved by the court;

Mul-May v. The Slanted Door, Inc.

San Francisco County Case No. CGC-13-535967. Allegations of meal and rest period violations and unpaid gratuities.

Mungia v. Liz Palacios Designs, Inc.

San Francisco Superior Court, No. CGC-06-455942. Minimum wages, overtime, breaks, and expenses. Settlement approved.

Keo v. North Coast Couriers Inc.

Alameda Superior Court, No. RG06251806. Courier-driver independent contractor misclassification. Settlement approved.

Navarro v. Servisair

U.S. District Court, No. CV-08-2716-MHP. Unpaid wages and rest breaks. Settlement approved.

Bonilla v. Café de la Presse

San Francisco Superior Court, No. CGC-11-511482. Meal periods, rest breaks, and gratuities. Settlement approved.

Espinoza v. Pleasanton Car Wash Inc.

Alameda Superior Court, No. RG14750671. Wage and hour class action. Settlement approved.

Perez v. Foam Distributors Inc.

Alameda Superior Court, No. RG15772012. Rounding, unpaid wages, and meal and rest breaks. Settlement approved.