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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

JUSTIN POOR, individually, and on behalf of
other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act (“PAGA”),

Plaintiff,

vs.

MAJCO LLC, a California limited liability
company; ATV CANTER, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 2024CUOE032522

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Justin Poor, Matthew Heintz, Ernesto Sanchez, Abram Gomez, and Eduardo Sanchez (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants Majco LLC and ATV Canter, LLC (“Defendants”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

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

1. “Actions” means: (a) *Poor v. Majco LLC, et al.*, Ventura County Superior Court Case No. 2024CUOE032522; (b) *Heintze v. Majco LLC, et al.*, Ventura County Superior Court Case No. 2024CUOE021584; (c) *Ernesto Sanchez and Abram Gomez v. Majco LLC*, Ventura County Superior Court Case No. 2025CUOE046568; (d) *Eduardo Sanchez v. Majco LLC*, Kern County Superior Court Case No. BCV-25-102146; and (e) *Eduardo Sanchez v. Majco LLC*, Kern County Superior Court Case No. BCV-25-103034.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment approving the Settlement. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, or Eight Hundred Five Thousand Dollars (\$805,000). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to Sixty Thousand Dollars (\$60,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means: (a) Capstone Law APC, lead class counsel; (b) Pimentel Law,

P.C.; (c) Aegis Law Firm, PC; and (d) James Hawkins APLC.

4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security Number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Settlement Class” means all persons who were employed by Defendants in the State of California in non-exempt positions who: (a) entered into an arbitration agreement with Defendants (“General Hourly Class Members”) and worked during the General Hourly Class Period; (b) previously worked for Defendant ATV Canter, LLC, and did not enter into an arbitration agreement with Defendants (“ATV Class Members”) and worked during the ATV Class Period; and (c) did not previously work for Defendant ATV Canter, LLC, and did not enter into an arbitration agreement with Defendants (“Majco Class Members”) and worked during the Majco Class Period.

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

7. “Class Period” means the following time periods: (a) for General Hourly Class Members, from January 1, 2023 through April 3, 2026 (“General Hourly Class Period”); (b) for ATV Class Members, from September 2, 2020 through April 3, 2026 (“ATV Class Period”); and (c) for Majco Class Members, from March 9, 2022 through April 3, 2026 (“Majco Class Period”).

8. “Class Representative Enhancement Payments” means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

9. “Court” means the Ventura County Superior Court.

1 10. “Defendants” means Defendants Majco LLC and ATV Canter, LLC.

2 11. “Defense Counsel” means LightGabler, LLP.

3 12. “Effective Date” means the later of: (a) if no timely objections are filed, or are
4 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an
5 objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of
6 Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an
7 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
8 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

9 13. “Final Approval” means the date on which the Court enters an order granting final
10 approval of the Settlement Agreement.

11 14. “Gross Settlement Amount” means the Gross Settlement Amount of Two Million Three
12 Hundred Thousand Dollars (\$2,300,000), to be paid by Defendants in full satisfaction of all Released
13 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
14 Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement
15 Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by
16 Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual
17 claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as
18 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
19 Defendants. Defendants will be separately responsible for any employer payroll taxes required by law,
20 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
21 Settlement Amount.

22 15. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
23 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

24 16. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
25 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the
26 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
27 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
28 Defendants.

17. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection; (c) a statement about whether the objector intends to appear at the final fairness hearing; and (d) if the objector is represented by counsel, the name, address, and telephone number of counsel. A Class Member is not required to cite legal authority, attach supporting documents, or appear personally in order to object.

18. “PAGA Members” means all persons who were employed by Defendants in the State of California in non-exempt positions at any time during the PAGA Period.

19. “PAGA Period” means the period from January 1, 2023 through April 3, 2026.

20. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

21. “Parties” means Plaintiffs and Defendants collectively.

22. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

23. “Plaintiffs” means Plaintiffs Justin Poor, Matthew Heintze, Ernesto Sanchez, Abram Gomez, and Eduardo Sanchez.

24. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

25. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of

1 action that are alleged in the operative Complaints filed in the Actions, or which could reasonably have
2 been alleged in the Actions based on the same set of facts alleged in the operative Complaints filed in the
3 Actions, including claims for violation of: (1) Cal. Lab. Code §§ 510 and 1198 (unpaid overtime); (2)
4 Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Cal. Lab. Code
5 §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) Cal. Lab. Code §§ 226.7, 516, and
6 1198 (failure to authorize and permit rest periods); (5) Cal. Lab. Code §§ 226(a), 1174(d), and 1198
7 (non-compliant wage statements and failure to maintain accurate payroll records); (6) Cal. Lab. Code §§
8 201 and 202 (wages not timely paid upon termination); (7) Cal. Lab. Code § 204 (failure to timely pay
9 wages during employment); (8) Cal. Lab. Code § 2802 (unreimbursed business expenses); (9) Cal. Bus.
10 & Prof. Code §§ 17200, *et seq.* (unlawful business practices); and (10) Cal. Bus. & Prof. Code §§ 17200,
11 *et seq.* (unfair business practices).

12 26. “Released PAGA Claims” means all claims, rights, demands, liabilities and causes of
13 action for civil penalties under California Labor Code §§ 2698, *et seq.*, that were alleged or could
14 reasonably have been alleged based on the same facts alleged in Plaintiffs’ letters to the LWDA and the
15 operative Complaints filed in the Action, during the PAGA Period.

16 27. “Released Parties” means Defendants, their past or present officers, directors, owners,
17 shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
18 reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and
19 attorneys, if any, and any other entity, company, or person who could be deemed a joint employer, alter
20 ego, or agent of Defendants.

21 28. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
22 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
23 name, address, telephone number and last four digits of the Social Security Number of the Class
24 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
25 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
26 and (e) be faxed or postmarked on or before the Response Deadline.

27 29. “Response Deadline” means the deadline by which Class Members must postmark or
28 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the

1 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
2 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
3 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
4 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
5 the U.S. Postal Service is open.

6 30. "Settlement Administration Costs" means the costs payable from the Gross Settlement
7 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
8 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
9 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
10 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
11 any such costs exceeding the amount represented by the Settlement Administrator as being the
12 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
13 approximately Four Thousand One Hundred (4,100) Class Members, the Settlement Administration
14 Costs are currently estimated to be Twenty-Five Thousand Dollars (\$25,000).

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

20 32. "Workweeks" means the number of days of employment for each Class Member during
21 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
22 the nearest whole number. All Class Members will be credited with at least one Workweek during the
23 Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA
24 Period.

25 TERMS OF AGREEMENT

26 Subject to Court approval, the Plaintiffs, on behalf of themselves and the Settlement Class, and
27 Defendants agree as follows:

28 33. Consolidation of Actions: The Parties agree to stipulate to consolidate all the Actions

1 into a single case in Ventura County Superior Court, with the *Poor v. Majco LLC, et al.*, Ventura County
2 Superior Court Case No. 2024CUOE032522, as the lead case and Plaintiff's counsel in the *Poor v.*
3 *Majco LLC, et al.* as lead Plaintiff's counsel.

4 34. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of
5 the Gross Settlement Amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) into a
6 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the
7 employer's share of payroll taxes separately. Defendants will deposit the Gross Settlement Amount and
8 the employer's share of payroll taxes into the Qualified Settlement Account within thirty (30) calendar
9 days of the Effective Date ("Funding Date"). After the Funding Date, the Gross Settlement Amount will
10 be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency
11 Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e)
12 Settlement Administration Costs.

13 35. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
14 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
15 Eight Hundred Five Thousand Dollars (\$805,000), plus the reimbursement of all out-of-pocket costs and
16 expenses associated with Class Counsel's litigation and settlement of the Actions (including
17 expert/consultant fees, mediation fees, investigations costs, etc.), not to exceed Sixty Thousand Dollars
18 (\$60,000), both of which will be paid from the Gross Settlement Amount.

19 36. Class Representative Enhancement Payments. In exchange for a general release, and in
20 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendants
21 agree not to oppose or impede any application or motion for Class Representative Enhancement
22 Payments of up to Ten Thousand Dollars (\$10,000) to each Plaintiff. The Class Representative
23 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to
24 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and
25 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
26 Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and
27 effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not
28 ultimately awarded by the Court.

1 37. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments from the Gross
3 Settlement Amount, which is currently estimated to be Twenty-Five Thousand Dollars (\$25,000). These
4 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
5 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
6 Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary
7 reports and declarations.

8 38. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
9 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
10 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-
11 Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent
12 (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to
13 the number of Workweeks worked during the PAGA Period.

14 39. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
15 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
16 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
17 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
18 all PAGA Members will receive their share of the PAGA Fund. The Parties also agree that no PAGA
19 Member has the right to object to the PAGA Settlement Amount.

20 40. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
21 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

22 41. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
23 portion of the PAGA Fund will revert to or be retained by Defendants.

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

1 42(a) Payments from the Net Settlement Fund. Defendants will calculate the total
2 number of Workweeks worked by each Class Member during the Class
3 Period and the aggregate total number of Workweeks worked by all Class
4 Members during the Class Period. To determine each Class Member's
5 estimated "Individual Settlement Payment" from the Net Settlement Fund,
6 the Settlement Administrator will use the following formula: The Net
7 Settlement Fund will be divided by the aggregate total number of
8 Workweeks during the Class Period, resulting in the "Workweek Value."
9 Each Class Member's "Individual Settlement Payment" will be calculated
10 by multiplying each individual Class Member's total number of Workweeks
11 by the Workweek Value. The Individual Settlement Payment will be
12 reduced by any required deductions for each Participating Class Member as
13 specifically set forth herein, including employee-side tax withholdings or
14 deductions. The entire Net Settlement Fund will be disbursed to all Class
15 Members who do not submit timely and valid Requests for Exclusion. If
16 there are any valid and timely Requests for Exclusion, the Settlement
17 Administrator shall proportionately increase the Individual Settlement
18 Payment for each Participating Class Member according to the number of
19 Workweeks worked, so that the amount actually distributed to the
20 Settlement Class equals 100% of the Net Settlement Fund.

21 42(b) Payments from the PAGA Fund. Defendants will calculate the total number
22 of Workweeks worked by each PAGA Member during the PAGA Period
23 and the aggregate total number of Workweeks worked by all PAGA
24 Members during the PAGA Period. To determine each PAGA Member's
25 estimated "Individual Settlement Payment," the Settlement Administrator
26 will use the following formula: The PAGA Fund will be divided by the
27 aggregate total number of Workweeks during the PAGA Period, resulting in
28 the "PAGA Workweek Value." Each PAGA Member's "Individual

Settlement Payment” will be calculated by multiplying each individual
PAGA Member’s total number of Workweeks by the PAGA Workweek
Value. The entire PAGA Fund will be disbursed to all PAGA Members.

43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
Participating Class Members under this Settlement, as well as any other payments made pursuant to this
Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions,
or amounts to which any Class Members may be entitled under any benefit plans.

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

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

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

47. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
Settlement Administrator will perform a search based on the National Change of Address Database for
information to update and correct for any known or identifiable address changes. Any Class Notices
returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the
forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
promptly attempt to determine the correct address using a skip-trace, or other search using the name,
address and/or Social Security Number of the Class Member involved, and will then perform a single re-

1 mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by
2 request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline,
3 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

4 48. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
5 provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal
6 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
7 respective Class Member and PAGA Member worked for Defendants during the Class Period and
8 PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment
9 and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
10 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
11 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,
12 or postmark Notices of Objection to the Settlement; (i) the date, time, and location of the Final Approval
13 Hearing; (j) the URL of the Settlement Administrator's website, where Class Members may access
14 copies of the Settlement Agreement, the operative complaints, and the motion for preliminary approval;
15 (k) the name, address, and toll-free telephone number of the Settlement Administrator; and (l) the claims
16 to be released.

17 49. Disputed Information on Class Notices. Class Members will have an opportunity to
18 dispute the information provided in their Class Notices. To the extent Class Members dispute their
19 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
20 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
21 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
22 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
23 and will be decided within twenty (20) business days after the Response Deadline. The Settlement
24 Administrator will report the resolution of all disputes to counsel for both Parties within five (5) business
25 days of resolution.

26 50. Defective Submissions. If a Class Member's Request for Exclusion or Notice of
27 Objection is defective as to the requirements listed herein, that Class Member will be given an
28 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter

1 within three (3) business days of receiving the defective submission to advise the Class Member that
2 his/her/their submission is defective and that the defect must be cured to render the Request for
3 Exclusion or Notice of Objection valid. The Class Member will have until (a) the Response Deadline or
4 (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a
5 revised submission. If the revised submission is not postmarked or received by fax within that period, it
6 will be deemed untimely.

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

12 52. Escalator. At the mediation, Defendants estimated that Class Members worked an
13 aggregate total of approximately Two Hundred Eighteen Thousand Three Hundred Seventy (218,370)
14 Workweeks as of December 4, 2025. If the actual aggregate total of Workweeks worked during the start
15 of the Class Period to December 4, 2025 is greater than Ten Percent (10%) (i.e., exceeds Two Hundred
16 Forty Thousand Two Hundred Seven (240,207) Workweeks), then Defendants must proportionally
17 increase the Gross Settlement Amount according to the following formula: (Total Number of
18 Workweeks ÷ 240,207 Workweeks) × \$2,300,000.

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

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

1 55. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
2 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
3 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
4 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
5 Released PAGA Claims during the PAGA Period.

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

18 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
20 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
21 the Settlement, and promptly report whether any Class Member has submitted a challenge to any
22 information contained in their Class Notice, including those received after the Response Deadline.
23 Additionally, the Settlement Administrator will promptly provide to counsel for both Parties any updated
24 reports regarding the administration of the Settlement Agreement as needed or requested.

25 58. Settlement Administrator's Declaration. Not later than fourteen (14) days before the date
26 by which Plaintiffs are required to file the Motion for Final Approval of the Settlement Agreement, the
27 Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration
28 suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under

1 this Settlement Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
2 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
3 number of Requests for Exclusion it received (both valid or invalid), and the number of written
4 objections. The declaration shall attach the Exclusion List. The Settlement Administrator will
5 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
6 responsible for filing the Settlement Administrator's declaration(s) in Court.

7 59. Defendants' Right to Withdraw. If the number of valid Requests for Exclusion identified
8 in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not
9 obligated, elect to withdraw from the Settlement Agreement. The Parties agree that, if Defendants
10 withdraw, the Settlement Agreement shall be void ab initio and have no force or effect whatsoever, and
11 neither Party will have any further obligation to perform under this Settlement Agreement; provided,
12 however, Defendants will remain responsible for paying all Settlement Administration Costs incurred to
13 that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than
14 seven days after the Settlement Administrator sends the final Exclusion List to Defense Counsel; late
15 elections will have no effect.

16 60. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
17 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
18 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and
19 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
20 services performed in connection with the Settlement.

21 61. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
22 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
23 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State
24 Controller's Office, Unclaimed Property Division in the name of each Class Member who did not
25 negotiate his or her check, thereby leaving no "unpaid residue" subject to the requirements of California
26 Code of Civil Procedure Section 384, subd. (b). In no event will any un-cashed or undeliverable funds
27 revert to Defendants.

28 62. Certification of Completion. Upon completion of administration of the Settlement, the

1 Settlement Administrator will provide a written declaration under oath to certify such completion to the
2 Court and counsel for all Parties.

3 63. Treatment of Individual Settlement Payments. All payments to Participating Class
4 Members from the Net Settlement Fund will be allocated as follows: (a) Fifty Percent (50%) of each
5 payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Fifty Percent
6 (50%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued
7 to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-
8 MISC will be issued.

9 64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
10 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
11 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
12 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
13 and penalties to the appropriate government authorities.

14 65. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
15 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members
16 are not relying on any statement, representation, or calculation by Plaintiffs, Class Counsel, Defendants
17 or by the Settlement Administrator in this regard.

18 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
19 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
20 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
21 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
22 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
23 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
24 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
25 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
26 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
27 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
28 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

1 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
2 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
4 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
5 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
8 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
9 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

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

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

22 69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
24 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
25 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
26 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
27 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
28 submit to the Court this Settlement Agreement, which sets forth the terms of this Settlement, and will

1 include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be
2 responsible for drafting all documents necessary to obtain preliminary approval.

3 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
4 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
5 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
6 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
7 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
8 Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will
9 be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
10 responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

11 71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
12 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
13 approval. After entry of the Judgment, the Court will have continuing jurisdiction under California Code
14 of Civil Procedure section 664.6 solely for purposes of addressing: (a) the interpretation and enforcement
15 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters
16 as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the
17 Judgment will be posted to the Settlement Administrator's website.

18 72. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
19 all Participating Class Members, Plaintiffs and Plaintiffs' respective former and present representatives,
20 agents, attorneys, administrators, successors and assigns, shall release and forever discharge the Released
21 Parties, to the fullest extent permitted by law, of and from any and all claims, transactions or occurrences,
22 including, but not limited to, all claims that were, or reasonably could have been, alleged based on the
23 facts contained in the operative Complaints filed in the Actions, all PAGA claims that were, or
24 reasonably could have been, alleged based on facts contained in the operative Complaints filed in the
25 Actions and Plaintiffs' PAGA Notices to the LWDA, and all claims arising out of or related to Plaintiffs'
26 employment with Defendants, known and unknown, asserted and not asserted, which Plaintiffs have or
27 may have against the Released Parties as of the date of execution of this Settlement Agreement. This
28 release does not extend to claims that cannot be released as a matter of law, including but not limited to

claims for unemployment insurance benefits, and workers' compensation benefits. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs (and only Plaintiffs, not absent Class Members or PAGA Members) expressly waive and relinquish any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

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

76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
3 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
4 reach agreement on the form or content of any document needed to implement the Settlement, or on any
5 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
6 may seek the assistance of the Court to resolve such disagreement.

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

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

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

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

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

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

1 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
2 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
3 approved, the stipulation to certification will be void. The Parties further agree that certification for
4 purposes of the Settlement is not an admission that class action certification is proper under the standards
5 applied to contested certification motions and that this Settlement Agreement will not be admissible in
6 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants
7 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

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

21 85. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
22 that they will not issue any press releases, initiate any contact with the press, or proactively communicate
23 with the press about the fact, amount, or terms of the Settlement. Nothing in this paragraph restricts (a)
24 communications with Class Members, the LWDA, or the Court; (b) factual statements consistent with
25 court filings; (c) counsel's ability to list the matter on firm websites or in case-experience descriptions; or
26 (d) responses to inquiries from class members or their counsel.

27 86. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

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

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

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

21 92. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
23 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
24 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
25 otherwise might apply under federal or state law.
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 7/21/2026

DocuSigned by:

Justin Poor

5CAD5D06CF9F419...
Justin Poor

PLAINTIFF

Dated: _____

Matthew Heintze

PLAINTIFF

Dated: 7/28/2026 | 10:51 AM PDT

Signed by:
Ernesto Sanchez

Ernesto Sanchez

PLAINTIFF

Dated: 7/24/2026 | 2:52 PM PDT

Signed by:
Abram Gomez

Abram Gomez

PLAINTIFF

Dated: _____

Eduardo Sanchez

DEFENDANT MAJCO LLC

Dated: _____

Please Print Name of Authorized Signatory

DEFENDANT ATV CANTER, LLC

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

Dated: 07/21/2026



Capstone Law APC

Dated: _____

Pimentel Law, P.C.

Dated: 7/28/2026



Aegis Law Firm, PC

Dated: _____

James Hawkins APLC

Dated: _____

LightGabler LLP

Exhibit A

Poor v. Majco LLC, et al., Case No. 2024CUOE032522
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF VENTURA
NOTICE OF CLASS ACTION SETTLEMENT

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

To: All persons who were employed by Defendants Majco LLC and ATV Canter, LLC (“Defendants”) in the State of California in non-exempt positions and who fall within one of the following subclasses: (a) General Hourly Class Members—persons who entered into an arbitration agreement with Defendants and were so employed during the period from January 1, 2023 through April 3, 2026; (b) ATV Class Members—persons who previously worked for Defendant ATV Canter, LLC, and did not enter into an arbitration agreement with Defendants, and were so employed during the period from September 2, 2020 through April 3, 2026; and (c) Majco Class Members—persons who did not previously work for Defendant ATV Canter, LLC, and did not enter into an arbitration agreement with Defendants, and were so employed during the period from March 9, 2022 through April 3, 2026.

All persons who were employed by Defendants in the State of California in non-exempt positions at any time during the period from January 1, 2023 through April 3, 2026 (the “PAGA Period”) are “PAGA Members.”

On [DATE], the Honorable Ronda J. McKaig of the Ventura County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [DATE and TIME] in Department 42 of the Ventura County Superior Court located at 800 S. Victoria Avenue, Ventura, California 93009.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit the Settlement Administrator’s website at [INSERT URL] for any scheduling changes, as well as access copies of the Settlement Agreement, the operative complaints related to the Actions, and the motion for preliminary approval.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the same facts alleged in the Actions during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Actions during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
Written Objections Must be Submitted by [DATE]	
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE and TIME] in Department 42 of the Ventura County Superior Court located at 800 S. Victoria Avenue, Ventura, California 93009. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiffs Justin Poor, Matthew Heintze, Ernesto Sanchez, Abram Gomez, and Eduardo Sanchez, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) ("PAGA").

Defendants strongly deny violating any laws and deny the factual and legal allegations in the case and contend that they complied with all applicable laws. Defendants strongly believe that they have valid defenses to Plaintiffs' claims.

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

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC, Pimentel Law P.C., Aegis Law Firm PC, James Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$2,300,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Justin Poor, Matthew Heintze, Ernesto Sanchez, Abram Gomez, and Eduardo Sanchez for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendants; (3) \$805,000 in attorneys' fees and up to \$60,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the PAGA, inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$25,000. After deducting the above payments, a total of approximately \$ _ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from (a) for General Hourly Class Members, January 1, 2023 through April 3, 2026; (b) for ATV Class Members, September 2, 2020 through April 3, 2026; and (c) for Majco Class Members, March 9, 2022 through April 3, 2026 (each time period collectively referred herein as the "Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

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

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member from January 1, 2023 through April 3, 2026 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

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

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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

Settlement Administrator

c/o _____

Fax No. _____

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

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 50% of each settlement payment from the Net Settlement Fund will be allocated as wages for which IRS Forms W-2 will be issued, and 50% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

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

Released Class Claims: All claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaints filed in the Actions, or which could reasonably have been alleged in the Actions based on the same set of facts alleged in the operative Complaints filed in the Actions, including claims for violation of: (1) Cal. Lab. Code §§ 510 and 1198 (unpaid overtime); (2) Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Cal. Lab. Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) Cal. Lab. Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) Cal. Lab. Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain accurate payroll records); (6) Cal. Lab. Code §§ 201 and 202 (wages not timely paid upon termination); (7) Cal. Lab. Code § 204 (failure to timely pay wages during employment); (8) Cal. Lab. Code § 2802 (unreimbursed business expenses); (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* (unlawful business practices); and (10) Cal. Bus. & Prof. Code §§ 17200, *et seq.* (unfair business practices).

Released PAGA Claims: All claims, rights, demands, liabilities and causes of action for civil penalties under California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the same facts alleged in Plaintiffs' letters to the LWDA and the operative Complaints filed in the Action, during the PAGA Period.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Released Parties: The parties being released by these settlement are Defendants, their past or present officers, directors, owners, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any, and any other entity, company, or person who could be deemed a joint employer, alter ego, or agent of Defendants.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than [DATE]. If you submit a Request for Exclusion which is not postmarked or faxed by [DATE], your Request for Exclusion will be rejected, and you will be included in the settlement class.

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

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

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) a statement about whether you intend to appear at the Fairness Hearing; and (4) if you are represented by counsel, the name, address, and telephone number of your counsel. You are not required to cite legal authority, attach supporting documents, or appear personally in order to object. The objection must be mailed to the administrator at [administrator's address].

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

You may also, if you wish, appear at the Final Approval Hearing set for [DATE and TIME] in the Superior Court of the State of California, for the County of Ventura and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

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

Additional Information

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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

Settlement Administrator:

[SETTLEMENT ADMINISTRATOR'S CONTACT INFO]

Class Counsel:

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1860
Los Angeles, CA 90067
Phone: Number

Samuel Wong
Aegis Law Firm PC
9811 Irvine Center Dr., Suite 100
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Gabriel Pimentel
Pimentel Law, P.C.
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Pasadena, CA 91103
Phone: Number

James Hawkins
James Hawkins APLC
9880 Research Dr., Suite 200
Irvine, CA 92618
Phone: Number

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

Questions? Contact the Settlement Administrator toll free at 1-*-***-******