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on behalf of themselves and all others similarly situated

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WINSUPPLY INC., ORANGE COUNTY WINWATER WORKS CO.,
and SACRAMENTO WINDUSTRIAL CO.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO – SBJC

CHRISTIAN C. LUCERO, an individual, on
behalf of himself and others similarly
situated,

Plaintiffs,

vs.

INLAND EMPIRE WINDUSTRIAL CO., a
Delaware corporation; WINSUPPLY INC., a
Delaware corporation; and Does 1 to 50,
inclusive,

Defendants

Case No.: CIVSB2401765

CLASS ACTION

Assigned for All Purposes To:
Hon. Charlie L. Hill, Jr.
Dept.: S30

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint: March 5, 2024
First Amended Complaint: June 17, 2024
Trial Date: None set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between Plaintiffs CHRISTIAN C. LUCERO, KIRK P. MORRISSEY, and MARCUS AARON
3 PIMENTEL (hereinafter “Plaintiffs”), and Defendants INLAND EMPIRE WINDUSTRIAL CO.,
4 WINSUPPLY INC., ORANGE COUNTY WINWATER WORKS CO., and SACRAMENTO
5 WINDUSTRIAL CO. (“Defendants”). The Agreement refers to Plaintiffs and Defendants
6 collectively as “the Parties.”

7 **A. DEFINITIONS.**

8 1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against
9 Defendants captioned *Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel v. Inland*
10 *Empire Windustrial Co., et al.*, filed on March 5, 2024; and First Amended Complaint filed on June
11 17, 2024, in San Bernardino County Superior Court adding a PAGA cause of action and adding Kirk
12 P. Morrissey and Marcus Aaron Pimental as named plaintiffs.

13 2. “Administrator” means Rust Consulting, Inc. (“Rust”), and Rust is the neutral entity
14 the Parties have agreed to appoint to administer the Settlement.

15 3. “Administration Costs” means the amount the Administrator will be paid from the
16 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
17 Administrator’s “not to exceed” bid the parties have received from Rust for \$14,634.00.

18 4. “Class Counsel” means Emil Davtyan, Gregg Lander, Vanessa M. Ruggles, Enoch J.
19 Kim, Marta Manus, and the other attorneys of D.Law, Inc.

20 5. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
21 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request
22 approval from the Court of up to one-third of the Gross Settlement Amount, i.e., up to \$ 385,000.00.

23 6. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
24 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs
25 incurred in the Action, to be paid as approved by the Court. If Class Counsel Litigation Expenses
26 Payment is less than the amount requested, the difference will remain in the Net Settlement Amount
27 to be distributed to the Class Members.

28 7. “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member's name, last-known mailing address, email address, telephone number, Social Security number, and number of Workweeks and PAGA Pay Periods.

8. "Class Member" means a member of the Settlement Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Member).

9. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the "National Change of Address Database," skip traces, and direct contact by the Administrator with Class Members.

10. "Class Notice" means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

11. "Class Representatives" means the named Plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel, in the Action seeking Court approval to serve as Class Representatives.

12. "Class Representative Enhancement Award" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action, and Defendant agreed not to object to a requested Enhancement Award of up to \$12,500.00 per Plaintiff subject to Court approval.

13. "Court" means the Superior Court of California, County of San Bernardino.

14. "Defendants" means Inland Empire Windustrial Co., Winsupply Inc. dba Wholesalers Credit Management, Orange County Winwater Works Co., and Sacramento Windustrial Co., and specifically includes the following "Identified but Unnamed Defendants": Winsupply Van Nuys CA Co., Winsupply Vista CA Co., Orange County Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA Co., Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply El Cajon CA Co., Winsupply San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply Hesperia CA Co., Winsupply Hawthorne CA Co., Santa Fe Springs Winwater Works Co., Winsupply Pomona CA Co., Santa Clara Windustrial Co., Winsupply S San

Diego CA Co., Winsupply Monterey County CA Co., Winsupply of Silicon Valley Co., Stockton Windustrial Co., Winsupply Sacramento CA Co., Rocklin Windustrial Co., Woodland Windustrial Co., Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co., Winsupply Los Angeles CA Co., Escondido Winsupply Co., Wyatt Irrigation Co. (including Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch).

15. “Defense Counsel” means Rachel J. Lee and Jasmine Shams of Lewis Brisbois Bisgaard & Smith LLP.

16. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

17. “Final Approval” means the Court’s order granting final approval of the Settlement.

18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

19. “Gross Settlement Amount” means One Million One Hundred and Fifty-Five Thousand Dollars and Zero Cents (\$1,155,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph H below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Award, and Administration Costs.

20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Settlement Period.

21. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA

Period.

22. “Judgment” means the judgment entered by the Court based upon the Final Approval.

23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

24. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

26. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

27. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on June 17, 2024.

28. “PAGA Members” means all current and former hourly-paid, non-exempt employees of Defendants who were employed in the State of California at any time during the PAGA Period (i.e., the period from March 5, 2023, through August 25, 2025).

29. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendants for at least a portion of one day during the PAGA Period.

30. “PAGA Period” means the period from March 5, 2023, through August 25, 2025.

31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

32. “PAGA Notice” means Plaintiff Lucero’s March 5, 2024, letter to the LWDA (LWDA Case No. LWDA-CM-1014860-24) and the amended June 17, 2024, letter to the LWDA from Plaintiffs Lucero, Morrissey and Pimentel, and the Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000.00), allocated 25% to the PAGA Members (\$7,500.00) and 75%

1 to LWDA (\$22,500.00) in settlement of PAGA claims.

2 34. "Participating Class Member" means a Class Member who does not submit a valid and
3 timely Request for Exclusion from the Class portion of the Settlement.

4 35. "Plaintiffs" means Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron
5 Pimentel, the named plaintiffs in the Action.

6 36. "Preliminary Approval" means the Court's order granting preliminary approval of the
7 Settlement.

8 37. "Release Effective Date" means the date the Participating Class Members and PAGA
9 Members effectively release all claims against the Released Parties. For the Participating Class
10 Members and PAGA Members, the Release Effective Date occurs on the date both of the following
11 have occurred: (1) the Effective Date has occurred, and (2) Defendants have fully funded the Gross
12 Settlement Amount.

13 38. "Released Class Claims" means the class claims being released on the Release
14 Effective Date and as described in Paragraph 66 below.

15 39. "Released PAGA Claims" means the PAGA claims being released on the Release
16 Effective Date as described in Paragraph 67 below.

17 40. "Released Parties" means: Defendants and all of Defendants' past, present and/or
18 future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers,
19 employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders,
20 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
21 assigns, and joint venturers, and related companies (and specifically including the following
22 "Identified but Unnamed Defendants": Winsupply Van Nuys CA Co., Winsupply Vista CA Co.,
23 Orange County Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA Co.,
24 Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply El Cajon CA Co., Winsupply
25 San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply Hesperia CA Co.,
26 Winsupply Hawthorne CA Co., Santa Fe Springs Winwater Works Co., Winsupply Pomona CA Co.,
27 Santa Clara Windustrial Co., Winsupply S San Diego CA Co., Winsupply Monterey County CA
28 Co., Winsupply of Silicon Valley Co., Stockton Windustrial Co., Winsupply Sacramento CA Co.,

Rocklin Windustrial Co., Woodland Windustrial Co., Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co., Winsupply Los Angeles CA Co., Escondido Winsupply Co., Wyatt Irrigation Co. (including Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch)). Upon execution of this Agreement, Plaintiffs will file an Amended PAGA Notice to reflect all Defendants, including Identified but Unnamed Defendants referenced herein.

41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

42. “Response Deadline” means sixty (60) days after the Administrator mails Class Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

44. “Settlement Class” means all current and former non-exempt employees of Defendants in California at any time between May 2, 2022, through August 25, 2025 (the “Settlement Period”).

45. “Settlement Period” means the period from May 2, 2022, through August 25, 2025.

46. “Workweek” means any week during which a Class Member worked for Defendant for one or more calendar days during the Settlement Period.

B. RECITALS.

47. On March 5, 2024, Plaintiff Lucero commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay all Wages; (2) Failure to Provide all Meal Periods; (3) Failure to Authorize and Permit all Paid Rest Periods; (4) Failure to Fully Reimburse Work Expenses; (5) Failure to Timely Furnish Accurate Itemized Wage Statements; (6) Derivative Violations of Labor Code §§ 201-202; (7) Independent Violations of Labor Code §§ 201-202; and (8) Unfair Business Practices. Plaintiff Lucero gave timely notice to the LWDA and Defendants that Plaintiff Lucero intended to proceed with a representative action under PAGA

(LWDA- CM-1014860-24). On June 17, 2024, after the 65-day statutory period passed, Plaintiff Lucero filed his First Amended Complaint, adding a cause of action for penalties under PAGA, Labor Code §2698, *et seq.*, and adding Plaintiff Morrissey and Plaintiff Pimentel as named plaintiffs in the Action.

48. Defendants deny the allegations in the Operative Complaint and PAGA Notice, deny any failure to comply with the laws identified in the Operative Complaint and PAGA Notice, and deny all liability for the causes of action, claims, and violations alleged. As a result of this settlement, Defendants have agreed to conduct a special review of its wage and hour policies and practices regarding off-the-clock work, providing meal breaks, authorizing and permitting rest breaks, reimbursement for work-related expenses, wage statements, final pay, and sick pay, to continue to ensure that they conform with the law.

49. On May 27, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Gig Kyriacou and were able to reach an agreement on general settlement terms.

50. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Plaintiffs' counsel provided Defendants' counsel with a comprehensive listing of informal discovery items required for a constructive mediation. Defendants responded by producing timekeeping and corresponding payroll records for Plaintiffs and approximately 19% of the Class (124 Class Members out of approximately 675 total Class Members) along with applicable policy documents. Prior to mediation, Plaintiffs therefore obtained and analyzed the production of payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

51. The Court has not granted class certification, and the Parties are stipulating to conditional class certification for Settlement purposes only.

1 **C. MONETARY TERMS.**

2 52. Gross Settlement Amount. Except as otherwise provided by Paragraph H below,
3 Defendants will pay One Million One Hundred Fifty-Five Thousand Dollars and Zero Cents
4 (\$1,155,000.00) to fully settle, resolve, and extinguish all claims asserted in the Action, including
5 without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-
6 reversionary and does not include employer payroll taxes owed on the Wage Portion of the
7 Individual Class Payments, which Defendants will pay separately.

8 53. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
9 this Agreement, the Administrator will make and deduct the following payments from the Gross
10 Settlement Amount in the amounts specified by the Court in the Final Approval:

11 53.1. To Plaintiffs: A payment for the Class Representative Enhancement Award to the Class
12 Representatives, Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel, of not more
13 than \$12,500.00 (Twelve Thousand Five Hundred Dollars) per Plaintiff in addition to any Individual
14 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as
15 a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class
16 Representative Enhancement Award that does not exceed this amount. As part of the motion for the
17 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek
18 Court approval for any Class Representative Enhancement Award. If the Court approves a Class
19 Representative Enhancement Award less than the amount requested, the Administrator will retain
20 the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
21 Administrator will pay the Class Representative Enhancement Award using IRS Form 1099.
22 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
23 Representative Enhancement Award and understand they are not receiving tax advice of any nature
24 from either Class Counsel or Defense Counsel.

25 53.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
26 Gross Settlement Amount, which is up to \$ 385,000.00, and a Class Counsel Litigation Expenses
27 Payment for reimbursement of actual costs incurred in the Action, to be paid as approved by the
28 Court. Defendants will not oppose requests for these payments. Plaintiffs and/or Class Counsel will

file a motion requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and shall hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any taxes owed and regarding any division or sharing of any of these payments.

53.3. To the Administrator: An Administration Costs payment estimated at \$14,634.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than \$14,634.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

53.4. To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Settlement Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

53.4(a) Tax Allocation of Individual Class Payments. Twenty percent (20%) shall be allocated to settlement of wage claims (subject to Form W-2) and eighty percent (80%) shall be allocated to settlement of claims for interest and penalties. IRS Forms W-2 will be issued for alleged unpaid wages and IRS Forms 1099 will be issued for alleged unpaid interest, penalties and other non-wage remedies. All penalties paid under PAGA shall be allocated as 100% penalties, for which an IRS Form 1099 will be issued. The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and

liability for any employee taxes owed on their Individual Class Payment.

53.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

53.5 To the LWDA and PAGA Members: PAGA Penalties in the amount of \$30,000.00 (Thirty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments. The PAGA Members cannot request exclusion and shall be deemed to have released all PAGA claims under this Agreement.

53.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties of \$7,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by each individual PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

53.5(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

54. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records, Defendants represent that there were approximately 675 Class Members who collectively worked a total of 51,339 Workweeks from May 2, 2022, to August 25, 2025, and 525 PAGA Members who worked a total of 19,021 PAGA Pay Periods during the PAGA Period.

55. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and

1 for no other purpose, and restrict access to the Class Data to Administrator employees who need
2 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
3 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
4 identifying information and to provide corrected or updated Class Data as soon as reasonably
5 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
6 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
7 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

8 56. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross
9 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments within fifteen (15) days of the Effective Date.

11 57. Payments from the Gross Settlement Amount. The monies to be distributed to
12 Participating Class Members (i.e., the Net Settlement Amount) and PAGA Members shall be paid
13 to them by the Administrator within ten (10) days following the receipt of the fully funded Gross
14 Settlement Amount by the Settlement Administrator from Defendants.

15 58. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
17 of each check shall prominently state the date (180 days after the date of mailing) when the check
18 will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date.
19 The Administrator will send checks for Individual Settlement Payments to all Participating Class
20 Members (including those for whom the Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating
22 Class Members who qualify as PAGA Members (including those for whom Class Notice was
23 returned undelivered). Before mailing any checks, the Administrator must update the recipients’
24 mailing addresses using the National Change of Address Database.

25 59. The Administrator must conduct a Class Member Address Search for all Class
26 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address Search.

1 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
2 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
3 any Class Member whose original check was lost or misplaced, requested by the Class Member prior
4 to the void date.

5 60. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure Section 384, subd. (b).

10 61. The payment of Individual Class Payments and Individual PAGA Payments shall not
11 obligate Defendants to confer any additional benefits or make any additional payments to Class
12 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiffs, Class Members,
14 and PAGA Members will release claims against all Released Parties as follows:

15 62. Plaintiffs' Release. Plaintiff Christian Lucero and his respective former and present
16 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
17 release and discharge the Released Parties of and from any and all claims, liabilities, damages,
18 penalties, fees and costs, including: all claims for wages, damages, restitution, unreimbursed
19 expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including,
20 without limitation, claims under any applicable Labor Code, Industrial Welfare Commission Wage
21 Order); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities
22 Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the
23 Americans With Disabilities Act, the Fair Labor Standards Act; the Employee Retirement Income
24 Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining
25 Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code §
26 17200 et seq.); the California Fair Employment and Housing Act; the California Family Rights Act,
27 the California Government Code; any federal, state, local, civil, or statutory laws, or regulations
28 including any and all human rights laws and laws against discrimination, retaliation and harassment;

any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs ("Plaintiff Lucero's Release"). Plaintiff Kirk Morrissey and Plaintiff Marcus Aaron Pimentel release the Released Parties from any and all claims that were alleged or reasonably could have been alleged in the Operative Complaint and PAGA Notice.

63. Plaintiff Kirk Morrissey specifically and expressly excludes from this Settlement, and any release executed hereunder, all relief sought against Defendants asserted in the case of *Kirk Morrissey v. Orange County Winwater Works Co.*, Orange County Case No. 30-2024-01432166-CRU-WT-CJC, for (1) Disability Discrimination in Violation of Gov. Code § 12940 *et seq.* ("FEHA"); (2) Failure to Accommodate in Violation of FEHA; (3) Failure to Engage in Interactive Process in Violation of FEHA; (4) Retaliation in Violation of FEHA; Failure to Prevent Violation of FEHA; and (5) Wrongful Termination in Violation of Public Policy.

64. Plaintiff Marcus Aaron Pimentel specifically and expressly excludes from this Settlement, and any release executed hereunder, all relief sought against Defendants asserted in the case of *Marcus Aaron Pimentel, Sr. v. Sacramento Windustrial Co., et al.*, San Bernardino County Case No. CIVSB2401765, for (1) Discrimination Based on the Use of Cannabis in Violation of Government Code § 12954(a); and (2) Wrongful Termination in Violation of FEHA in Violation of Government Code § 12940, *et seq.*

65. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff Lucero's Release, Plaintiff Lucero expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

66. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were

alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims apply to claims arising during the Settlement Period.

67. Release by PAGA Members: All PAGA Members, including Non-Participating Class Members who are PAGA Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties, attorneys’ fees, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

68. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members will release the Released Parties from the Released Class Claims and all PAGA Members will release the Released Parties from the Released PAGA Claims.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

69. Defendants’ Statement of Non-Opposition in Support of Preliminary Approval. Defendants may elect, in its discretion, to file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

70. Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense

Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

71. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

73. Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they

1 have no interest or relationship, financial or otherwise, with the Administrator other than a
2 professional relationship arising out of the instant action or prior experiences administering
3 settlements.

4 74. Employer Identification Number. The Administrator shall have and use its own
5 employer identification number for purposes of calculating payroll tax withholdings and providing
6 reports and paying taxes to state and federal tax authorities.

7 75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
8 meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury Regulation
9 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
10 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
11 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
12 will be fully funded in one payment as addressed above.

13 76. Notice to Class Members.

14 76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
15 shall notify Class Counsel that the list has been received and state the number of Class Members,
16 PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

17 76.2 Using best efforts to perform as soon as possible, and in no event later than 14
18 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
19 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
20 Notice with Spanish translation if the parties deem necessary substantially in the form attached to
21 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
22 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
23 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
24 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
25 National Change of Address Database.

26 76.3. Not later than five (5) calendar days after the Administrator’s receipt of any Class
27 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
28 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,

1 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
2 the most current address obtained. The Administrator has no obligation to make further attempts to
3 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
4 time.

5 76.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or
6 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
7 days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose
8 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
9 the re-mailed Class Notice.

10 76.5. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
11 discovers any persons who believe they should have been included in the Class Data and should
12 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
13 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
14 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
15 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
16 exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice,
17 or the deadline dates in the Class Notice, whichever are later.

18 77. Requests for Exclusion (Opt-Outs).

19 77.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
20 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 60 (sixty) days after the Administrator mails the Class Notice (plus an
22 additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
24 the Class Member's election to be excluded from the Class portion of the Settlement and includes
25 the Class Member's name, address and email address or telephone number. To be valid, a Request
26 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

27 77.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to
28 contain all the information specified in the Class Notice. The Administrator shall accept any Request

1 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
2 Class Member and the Class Member's desire to be excluded. If the Administrator has reason to
3 question the authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall be final and
5 not appealable or otherwise susceptible to challenge.

6 77.3. Every Class Member who does not submit a timely and valid Request for Exclusion is
7 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
8 by all terms and conditions of the Settlement, including the Participating Class Members' releases
9 under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class
10 Member actually receives the Class Notice or objects to the Settlement.

11 77.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
12 Participating Class Member and shall not receive an Individual Class Payment or have the right to
13 object to the class action components of the Settlement. Because future PAGA claims are subject to
14 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA
15 Members are deemed to release the Released PAGA Claims identified in Paragraph 68 of this
16 Agreement and are eligible for an Individual PAGA Payment.

17 78. Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty)
18 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
19 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay
20 Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the
21 allocation by communicating with the Administrator via fax, email or mail. The Administrator must
22 encourage the challenging Class Member to submit supporting documentation. In the absence of any
23 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA
24 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class
25 Data. The Administrator shall promptly provide copies of all challenges to the calculation of
26 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
27 Administrator's determination of the challenges. The Parties shall file with the court all Class Member
28 disputes, including the evidence submitted, and the resolution of the disputes. Although the

1 Administrator shall make the initial decision regarding a Workweek Dispute, the court may review any
2 decision made by the Settlement Administrator regarding a Workweek Dispute.

3 79. Objections to Settlement.

4 79.1. Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
7 and/or Class Representative Enhancement Award.

8 79.2. Participating Class Members may send written objections to the Administrator, by fax,
9 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
10 attorney to appear in Court at their own expense) to present objections at the Final Approval Hearing.
11 A Participating Class Member who elects to send a written objection to the Administrator must do
12 so not later than 60 (sixty) days after the Administrator's mailing of the Class Notice (plus an
13 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

14 79.3. Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 80. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
17 be performed or observed by the Administrator contained in this Agreement or otherwise.

18 80.1. Website, Email Address and Toll-Free Number. The Administrator will establish,
19 maintain and use an internet website to post information of interest to Class Members including the
20 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
21 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
23 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
24 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
25 and emails.

26 80.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
28 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the

1 Administrator shall email a list to Defense Counsel containing (a) the names and other identifying
2 information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion
3 List”); (b) the names and other identifying information of Class Members who have submitted
4 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or
5 invalid). The Administrator may provide the names of the Class Members who have timely
6 submitted valid Requests for Exclusion to Class Counsel, but shall not provide any other personal
7 identifying information (e.g., address, phone number, email, etc.)

8 80.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
9 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
10 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
11 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
12 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
13 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
14 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

15 80.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
16 to address and make the initial decision consistent with the terms of this Agreement on all Class
17 Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Parties shall
18 file with the court all Class Member disputes, including the evidence submitted, and the resolution of
19 the disputes. Although the Settlement Administrator shall make the initial decision regarding a
20 Workweek and/or PAGA Pay Period Challenge, the court may review any decision made by the
21 Settlement Administrator regarding a Workweek and/or PAGA Pay Period Challenge.

22 80.5. Administrator’s Declaration. Not later than 14 (fourteen) days before the date by which
23 Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class
24 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
25 diligence and compliance with all of its obligations under this Agreement, including, but not limited
26 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
27 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
28 (both valid or invalid), the number of written objections and attach the Exclusion List. The

1 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
2 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 80.6. Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
5 and Defense Counsel with a final report detailing its disbursements by employee identification
6 number only of all payments made under this Agreement. At least 15 (fifteen) days before any
7 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
8 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
9 required under this Agreement. Class Counsel is responsible for filing the Administrator's
10 declaration in Court.

11 **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its
12 records, Defendant represented that there are approximately 675 Class Members who collectively
13 worked a total of 51,339 Workweeks during the period from May 2, 2022, to August 25, 2025. If it
14 is determined that the total number of Workweeks is greater than 56,473 (i.e., a 10% increase over
15 51,339 workweeks) during the foregoing period, the Gross Settlement Amount will be increased by
16 the same number of percentage points above 10% by which the actual number of Workweeks
17 exceeds 51,339 (i.e., if there was an 11% increase in the number of workweeks during the Settlement
18 Period, Defendants would agree to increase the Gross Settlement Amount by 1%). If this provision
19 is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the
20 Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total
21 amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward
22 adjustment required by this provision is implemented.

23 **I. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
24 Exclusion identified in the Exclusion List exceeds three percent (3%) of the total of all Class
25 Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The
26 Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or
27 effect whatsoever, and that neither Party will have any further obligation to perform under this
28 Agreement; provided, however, Defendants will remain responsible for paying all Administration

Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

J. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

81. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

82. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

83. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including but not limited to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement

as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an appeal is filed with respect to the Judgment or Final Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

85. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

86. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint or PAGA Notice has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the

1 right to contest certification of any class for any reason, Defendants reserve all available defenses to
2 the claims in the Action (including but not limited to the arbitration agreement and class waiver
3 signed by Plaintiffs), and Plaintiffs reserves the right to move for class certification on any grounds
4 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
5 willingness to settle the Action will have no bearing on, and will not be admissible in connection
6 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
7 Agreement).

8 87. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
9 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
10 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
11 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
12 specifically or generally, to any person, corporation, association, government agency, or other entity
13 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
14 this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing
15 authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena
16 issued by a state or federal government agency. Each Party agrees to immediately notify the other
17 Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,
18 Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly,
19 initiate any conversation or other communication, before the filing of the Motion for Preliminary
20 Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement
21 except to respond only that "the matter was resolved," or words to that effect. This paragraph does
22 not restrict Class Counsel's communications with Class Members in accordance with Class
23 Counsel's ethical obligations owed to Class Members.

24 88. No Solicitation. The Parties separately agree that they and their respective counsel and
25 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
26 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
27 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
28 Class Members.

1 89. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties relating
3 to the Settlement, superseding any and all oral representations, warranties, covenants, or
4 inducements made to or by any Party.

5 90. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiffs and Defendants, respectively, to negotiate the terms
7 of this Agreement, and to take all appropriate action required or permitted to obtain approval of the
8 settlement embodied herein by the Court.

9 91. Cooperation. The Parties and their counsel will cooperate with each other and use their
10 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
11 Agreement, submitting supplemental evidence and supplementing points and authorities as
12 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
13 document necessary to implement the Settlement, or on any modification of the Agreement that may
14 become necessary to implement the Settlement, the Parties will seek the assistance of mediator Gig
15 Kyriacou and/or the Court for resolution.

16 92. No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
18 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
19 released and discharged by the Party in this Settlement.

20 93. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel
21 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
22 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
23 10, as amended) or otherwise.

24 94. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or their
26 representatives, and approved by the Court.

27 95. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
28 the benefit of, the successors of each of the Parties.

96. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

97. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

98. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

99. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

100. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

101. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

D.LAW, INC.
 Enoch J. Kim
e.kim@d.law
 Marta Manus
m.manus@d.law
 450 N. Brand Blvd., Suite 840
 Glendale, CA 91203
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

To Defendant:

LEWIS BRISBOIS BISGAARD & SMITH LLP
 Rachel J. Lee
Rachel.Lee@lewisbrisbois.com
 Jasmine Shams
Jasmine.Shams@lewisbrisbois.com
 633 West 5th Street, Suite 4000
 Los Angeles, CA 90071

Telephone: (213) 250-1800
Facsimile: (213) 250-7900

102. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

103. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

104. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

106. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 10/10/2025 _____

DocuSigned by:

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Plaintiff Christian C. Lucero

DATED: _____

Plaintiff Kirk P. Morrissey

DATED: _____

Plaintiff Marcus Aaron Pimentel

DATED: _____

Defendant Winsupply Inc.

By: _____

Position: _____

DATED: _____

Defendants Inland Empire Windustrial Co., Orange County Winwater Works Co., Sacramento Windustrial Co. and each Identified but Unnamed Defendant

By: _____

Position: _____

Approved by counsel:

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Christian C. Lucero

Signed by:

DATED: 10/10/2025


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Plaintiff Kirk P. Morrissey

DATED: _____

Plaintiff Marcus Aaron Pimentel

DATED: _____

Defendant Winsupply Inc.

By: _____

Position: _____

DATED: _____

Defendants Inland Empire Windustrial Co., Orange
County Winwater Works Co., Sacramento Windustrial
Co. and each Identified but Unnamed Defendant

By: _____

Position: _____

Approved by counsel:

Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Christian C. Lucero

DATED: _____

Plaintiff Kirk P. Morrissey

DATED: 10/10/2025

DocuSigned by:
Marcus Pimentel
698744A49C544B7...

Plaintiff Marcus Aaron Pimentel

DATED: _____

Defendant Winsupply Inc.

By: _____
Position: _____

DATED: _____

Defendants Inland Empire Windustrial Co., Orange
County Winwater Works Co., Sacramento Windustrial
Co. and each Identified but Unnamed Defendant
By: _____
Position: _____

Approved by counsel:

1 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the PAGA Members,
2 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never
3 been included in this Agreement.

4 **IT IS SO AGREED.**

5 By the Parties:

6 DATED: _____

Plaintiff Christian C. Lucero

8 DATED: _____

Plaintiff Kirk P. Morrissey

10 DATED: _____

Plaintiff Marcus Aaron Pimentel

11 10/13/2025
12 DATED: _____

Defendant Winsupply Inc.

By: Robert P. DiTommasso

Position: Treasurer, Winsupply Inc.

15 10/13/2025
16 DATED: _____

Michael A. Kirkland
Defendants Inland Empire Windustrial Co., Orange
County Winwater Works Co., Sacramento Windustrial
Co. and each Identified but Unnamed Defendant

By: Michael S. Kirkland

Position: Secretary

28 Approved by counsel:

1 DATED: _____
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D.LAW, INC.

4 By: _____
5 Gregg Lander
6 Vanessa M. Ruggles
7 Enoch J. Kim
8 Marta Manus
9 Counsel for Plaintiffs, Christian C. Lucero, Kirk P.
10 Morrissey, and Marcus Aaron Pimentel
11

12 DATED: 10/13/2025
13
14

LEWIS BRISBOIS BISGAARD & SMITH LLP

15 By: 
16 Rachel J. Lee
17 Jasmine Shams
18 Attorneys for Defendants Inland Empire Windustrial
19 Co., Orange County Winwater Works Co., Sacramento
20 Windustrial Co. and each Identified but Unnamed
21 Defendant
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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Lucero, et al. v. Inland Empire Windustrial Co., et al.

(San Bernardino County Superior Court, Case No. CIVSB2401765)

***The San Bernardino County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the settlement of a class action lawsuit (“Settlement”) entitled *Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel v. Inland Empire Windustrial Co., et al.* filed by named plaintiffs Christian C. Lucero, Kirk P. Morrissey, and Marcus Aaron Pimentel (“Plaintiffs”) for alleged violations of the California Labor Code (the “Action”) against Inland Empire Windustrial Co., Winsupply Inc. dba Wholesalers Credit Management Services, Orange County Winwater Works Co., and Sacramento Windustrial Co. and specifically includes the following “Unnamed Defendants”:

Winsupply Van Nuys CA Co.	Winsupply Vista CA Co.	Winsupply Desert Cities CA Co.
Winsupply Bakersfield CA Co.	Orange County Windustrial Co	Riverside Winnelson Co.
Winsupply El Cajon CA Co.	Winsupply Paso Robles CA Co.	Temecula Winnelson Co.
Ontario Winnelson Co.	Winsupply San Diego CA Co.	Winsupply Hawthorne CA Co.
Santa Fe Springs Winwater Works Co.	Winsupply Hesperia CA Co.	Santa Clara Windustrial Co.
Winsupply S San Diego CA Co.	Winsupply Pomona CA Co.	Winsupply of Silicon Valley Co.
Stockton Windustrial Co.	Winsupply Monterey County CA Co.	Rocklin Windustrial Co.
Woodland Windustrial Co.	Winsupply Sacramento CA Co.	Winsupply Fresno County CA Co.
Pittsburg Winsupply Co.	Modesto Windustrial Co.	Escondido Winsupply Co.
Wyatt Irrigation Co. (including Napa Branch, Ukiah Branch, Petaluma Branch and Santa Rosa Branch)	Winsupply Los Angeles CA Co.	

(collectively “Defendants”). Plaintiffs and Defendants are collectively referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as all current and former nonexempt employees of Defendants in California at any time between May 2, 2022, through August 25, 2025 (the “Settlement Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all PAGA Members, who are defined in the Settlement as all persons who are or were employed by Defendants as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period (i.e., the period from March 5, 2023, through August 25, 2025). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all PAGA Members as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments to PAGA Members and pay penalties to the LWDA. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Settlement Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendants in California during the PAGA Period.) If you believe that you worked a different number of weeks during the periods than is shown in the chart above, you can submit a dispute by [DATE] ("Response Deadline"). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may "opt-out" of the Settlement of the Class Claims. If you choose to opt-out, you must submit a written request for exclusion by [DATE] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this notice.
OBJECT	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object).

**DISPUTE THE
NUMBER OF WEEKS
WORKED**

If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Rust Consulting, Inc. (the “Administrator”), a third party responsible for sending this notice (see **Section 4** for more details on how to submit a dispute). Defendants’ records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED

DATE: **DATE**
TIME: **TIME**

The Court’s Final Approval Hearing is scheduled to take place on **[DATE]**. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See **Section 8** of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendants of violating California labor laws due to the alleged failure to pay all wages including straight time, minimum wages and overtime wages, failure to provide all meal periods and rest breaks, failure to reimburse all business expenses, failure to maintain required records, failure to timely pay wages during employment and upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”), Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. In fact, Defendants contend that it has at all times complied with California law.

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Gross Settlement Amount. Defendants have agreed to pay a total gross settlement amount of \$1,155,000.00 (the “Settlement Amount”) and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Enhancement Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the Gross Settlement Amount and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters

Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees (\$385,000.00), plus reasonable costs and expenses incurred in the Action, which is currently estimated not to exceed \$30,000.00. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to \$12,500.00 to each Class Representative as an Enhancement Payment for litigating the Action, working with Class Counsel, and representing the Class. The Enhancement Payment will be the only monies the Plaintiffs will receive other than the Individual Class Payment and any Individual PAGA payment.

C. \$14,634.00 to the Administrator for services administering the Settlement.

D. \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline. See Section 6 of this notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion and objections. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 10 of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the “Released Parties” (which means Defendants all of Defendants’ past, present and/or future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and related companies) based on the facts alleged in the Operative Complaint for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period.

10. Released PAGA Claims. All PAGA Members, including Non-Participating Class Members who are PAGA Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties, attorneys’ fee, and costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members’ Workweeks during the Settlement Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendants’ records, are stated in the tables on page 1 of this notice. You have until **DATE** (the “Response Deadline”) to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 10 of this notice has the Administrator’s contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and PAGA Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/PAGA Members Only. If you opted out of the Class settlement, but qualify as a PAGA Member, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member, including those who opt out of the Settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must send by fax, email, or mail, a signed letter that includes your name, address and email address or telephone number and that reasonably communicates your election to be excluded from the Class portion of the Settlement to the Administrator by the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). Any person who submits a timely request for exclusion from the Class portion of the Settlement (1) will not have any rights under this Settlement, including the right to object to the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you may send by fax, email, or mail, a written objection to the Administrator and include any and all evidence and supporting documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a hearing in Department S30 of the Superior Court for the State of California, County of San Bernardino located at 247 West Third Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiffs' request for an Enhancement Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The attorneys representing the Parties in the Action are:

Class Counsel	Defense Counsel
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Rachel J. Lee Rachel.Lee@lewisbrisbois.com Jasmine Shams Jasmine.Shams@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 250-1800 Facsimile: (213) 250-7900

10. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://cap.sb-court.org/search>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CIVSB2401765) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

DO NOT TELEPHONE THE COURT OR COUNSEL FOR DEFENDANTS TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator is below:

Class Counsel	Administrator
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.