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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
CIVIL COMPLEX CENTER

AIDEE FABIAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FRUTH CUSTOM PLASTICS, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case Number: 30-2024-01408686-CU-OE-CXC

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept. CX102]*

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: June 21, 2024
Trial Date: None Set

1 This Amendment to the Class Action and PAGA Representative Action Settlement
2 Agreement and Release (“Amendment”) is entered into by and between Aidee Fabian (“Plaintiff”)
3 on behalf of herself and all others similarly situated, on the one hand, and Defendant, Fruth Custom
4 Plastics, Inc. (“Defendant”), on the other hand (collectively “Parties”). Subject to approval of the
5 Court, this Action is being settled pursuant to the terms and conditions set forth in this Amendment
6 and the Class Action And PAGA Representative Action Settlement Agreement and Release
7 (“Agreement”) (ROA 64).

8 RECITALS

9 1. On March 5, 2026, the Honorable *Layne H. Melzer* issued a tentative ruling and
10 identified several issues with the Parties Settlement Agreement, moving papers, Class Notice and
11 proposed Order. The Parties have met and conferred and agreed to amend Settlement Agreement
12 and Class Notice and supplement the moving papers to address deficiencies itemized by the
13 Court.

14 2. The Parties agree to modify the Settlement Agreement. The Amendment is fully
15 incorporated into the Agreement, a true and correct copy of which is attached hereto as **Exhibit**
16 **1**. All definitions set forth in the Agreement shall be used herein unless otherwise specifically
17 stated. All of the terms and exhibits of the Agreement that are not expressly superseded by the
18 Amendment, as set forth herein, remain in full force and effect.

19 AMENDMENT TO CLASS ACTION AND PAGA REPRESENTATIVE ACTION

20 SETTLEMENT AGREEMENT AND RELEASE

21 3. The Parties confirm that the Class and PAGA aggrieved employees’ releases and
22 named Plaintiff’s release should have all been on the Effective Date and not on the date Defendant
23 funds the Gross Settlement Amount. The Parties agree that Paragraph 30 “Released Claims by
24 Plaintiff” shall be deleted and replaced in its entirety with the following language:

25 “Released Claims by Plaintiff” is set forth in paragraph 48 below. Plaintiff
26 releases the “Released Claims by Plaintiff” as of the Effective Date.”

27 4. Further, the first sentence of Paragraph 48 “Released Claims by Plaintiff” shall be
28 deleted and replaced in its entirety with the following language:

1 “48. Released Claims by Plaintiff. As of the Effective Date, Plaintiff
2 agrees to the Release of Claims by Settlement Class Members and the
3 Released PAGA Claims on behalf of the State of California and the PAGA
4 Members.”

5 5. The Parties agree Paragraph 55(a) through (d) of the Agreement regarding
6 “Undeliverable Notices”, “Disputes Regarding Individual Settlement Payments”, “Request for
7 Exclusion” and “Objections” shall be deleted and replaced in its entirety with the following
8 language:

9 “a. Undeliverable Notices. Any Notice of Class Settlement returned to the
10 Settlement Administrator as non-delivered on or before the Response Deadline shall
11 be re-mailed to the forwarding address affixed thereto within ten (10) calendar days.
12 For any undeliverable Notice of Class Settlement returned for which no forwarding
13 address is affixed, the Settlement Administrator will conduct its investigation for an
14 updated address of the Class Member and re-mail the Notice of Class Action
15 Settlement. If an updated address is found, the Settlement Administrator shall have
16 seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the
17 undelivered envelope. The Settlement Administrator will provide a cover letter
18 notifying the Class Member of the extended Response Deadline. Any Class Member
19 who receives a re-mailed Notice of Class Settlement shall have forty-five (45) days
20 after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a
21 Request for Exclusion; (b) submit an Objection to the Settlement; or (c) submit a
22 Work Week dispute.

23 (1) Verification of Class Member Employment Status. If Notice of
24 Class Action Settlement sent to a Class Member is determined to be
25 undeliverable, the Settlement Administrator shall verify the
26 employment status of the Class Member with Defendant within five
27 (5) days of receipt of the undeliverable Notice of Class Action
28 Settlement. If the Class Member is a current employee of

1 Defendant, Defendant shall take all reasonable efforts to obtain the
2 current address from the Class Member and shall provide the same
3 with seven (7) days of notice from the Settlement Administrator.

4 b. Disputes Regarding Individual Settlement Payments. Class Members will
5 have the opportunity, should they disagree with Defendant's records regarding the
6 number of Compensable Pay Periods attributed to them in the Class Notice, to
7 provide documentation and/or an explanation to show contrary information by the
8 Response Deadline. The dispute form must: (a) contain the full name, address, and
9 telephone number of the Class Member, and the last four digits of the Class
10 Member's social security number or full employee ID number; (b) contain the case
11 name and case number; (c) contain a clear statement by the Class Member that he
12 or she is disputing the number of Compensable Workweeks and the basis for the
13 dispute; (d) be signed by the Class Member; and (e) be postmarked, faxed or e-
14 mailed by the Response Deadline. The date of the postmark on the return mailing
15 envelope on the dispute form, or the date the fax or e-mail is sent, shall be the
16 exclusive means used to determine whether dispute has been timely submitted. If
17 there is a dispute, the Settlement Administrator will consult with the Parties to
18 determine whether an adjustment is warranted. The Settlement Administrator shall
19 then determine the eligibility for, and the amounts of, any Individual Class
20 Payments and/or Individual PAGA Payments under the terms of this Agreement. In
21 the absence of circumstances indicating fraud, manipulation or destruction,
22 Defendant's records shall be presumed to be accurate. The Court has final say
23 regarding the validity and final decision regarding any Pay Period disputes.

24 c. Request for Exclusion. Class Members who wish to exclude themselves
25 from the Settlement must mail, fax or email to the Settlement Administrator a
26 Request for Exclusion by the Response Deadline. The Request for Exclusion must:
27 (a) contain the full name, address, and telephone number of the Class Member, and
28 the last four digits of the Class Member's social security number; (b) contain the

1 case name and case number; (c) contain a clear statement by the Class Member that
2 he or she is electing to be excluded from the Settlement; (d) be signed by the Class
3 Member; and (e) be postmarked, faxed or e-mailed by the Response Deadline. The
4 date of the postmark on the return mailing envelope on the Request for Exclusion,
5 or the date the fax or e-mail is sent, shall be the exclusive means used to determine
6 whether it has been timely submitted. Any Class Member who requests to be
7 excluded from the Settlement Class shall not be entitled to any Individual Class
8 Payment, shall not release any of the Released Claims by Settlement Class
9 Members, and shall not have any right to object, appeal or comment thereon. Class
10 Members who fail to submit a valid and timely Request for Exclusion on or before
11 the Response Deadline shall be bound by all terms of the Settlement and any Final
12 Approval Order and Judgment entered in this Action. Any Class Member who
13 submits a valid and timely Request for Exclusion cannot opt-out of PAGA portion
14 of this Settlement and will still receive their share of the PAGA portion of this
15 Settlement and be bound by the PAGA release. The Court has final say regarding
16 the validity and authenticity of any Requests for Exclusion.

17 (d) Objections. Class Members who wish to object to the Settlement can
18 either mail, fax or email to the Settlement Administrator a written Objection by
19 the Response Deadline. The Objection should: (a) contain the full name, address,
20 and telephone number of the Class Member, and the last four digits of the Class
21 Member's social security number; (b) contain the case name and case number; (c)
22 the dates of employment of the Class Member; (d) be signed by the Class
23 Member; (e) state the basis for the Objection, including any legal briefs, papers or
24 memoranda in support of the Objection; and (f) be postmarked, faxed or emailed
25 by the Response Deadline. The date of the postmark on the return mailing
26 envelope on the Objection, or the date the fax or email was sent, shall be the
27 exclusive means used to determine whether the Objection has been timely
28 submitted. Oral or written Objections may also be made at the Final Approval

1 hearing without a written objection or notice of intent to appear being submitted.
2 If the Court rejects the objection, the individual will be bound by the terms of the
3 Settlement. At no time shall any of the Parties or their counsel seek to solicit or
4 otherwise encourage Class Members to submit Objections to the Settlement or
5 appeal from the Final Approval Order and Judgment. Class Counsel shall not
6 represent any Class Members with respect to any such Objections. The
7 Settlement Administrator will provide the Parties with any Objection within five
8 (5) calendar days of receipt of the Objection. Plaintiff will file any and all
9 Objections with the Court in advance of the Final Approval Hearing.”

10 6. The Parties agree Paragraph 34 of the Agreement regarding “Response Deadline”
11 shall be deleted and replaced in its entirety with the following language:

12 34. “Response Deadline” means sixty (60) days after the postmark date of the
13 Notice of Class Settlement that the Settlement Administrator shall mail to Class
14 Members, and the last date on which Class Members may: (a) submit a Request for
15 Exclusion; (b) submit an Objection to the Settlement, or (c) submit a Dispute Form.”

16 7. The Parties agree that paragraph 55(e) regarding the number of opt-outs or
17 objections, shall be deleted and replaced in its entirety with the following language:

18 e. If greater than twelve (12) percent of the Class Members opt out or
19 object to this Settlement Agreement or a number of Class Members whose
20 share of the Net Settlement Amount is 12% or more, Defendant will have
21 the right to rescind and terminate the Settlement without prejudice to its pre-
22 settlement positions and defenses in the litigation. In such a case, the Parties
23 and any funds to be awarded shall be returned to their respective statuses as
24 of the date and time immediately prior to the execution of this Agreement.

25 ///

26 ///

27 ///

28 ///

8. All other terms and exhibits of the Agreement that are not expressly superseded by the Amendment, remain in full force and effect.

Dated: 3/30/2026

Signed by:

D2C017C30CB743F...
By: AIDEE FABIAN

Dated: _____

By: FRUTH CUSTOM PLASTICS, INC.

Title: _____

APPROVED AS TO FORM:

Dated: March 31, 2026

THE WHEELER LAW FIRM, APC



By: Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: _____

CDF LABOR LAW LLP

By: Marie D. DiSante
Dalia Z. Khatib

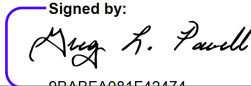
Attorneys for Defendant

8. All other terms and exhibits of the Agreement that are not expressly superseded by the Amendment, remain in full force and effect.

Dated: _____

By: _____
AIDEE FABIAN

Dated: 4/3/2026

Signed by:

By: _____
9BABFA081F42474...
FRUTH CUSTOM PLASTICS, INC.

Greg Powell
Title: CEO

APPROVED AS TO FORM:

Dated: THE WHEELER LAW FIRM, APC

By: _____
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

CDF LABOR LAW LLP

Dated: April 6, 2026

By:  _____
Marie D. DiSante
Dalia Z. Khatib

Attorneys for Defendant

EXHIBIT 1

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*Attorneys for Defendant
FRUTH CUSTOM PLASTICS, INC.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

AIDEE FABIAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FRUTH CUSTOM PLASTICS, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01408686-CU-OE-CXC

[Assigned for all purposes to the
Honorable Layne H. Melzer, Dept. CX102]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: June 21, 2024
Trial Date: None Set

1 This Class Action and PAGA Settlement and Release (“Settlement Agreement”) is entered
2 into by and between Plaintiff Aidee Fabian (“Plaintiff”), on behalf of herself and the Class, on the one
3 hand, and Defendant Fruth Custom Plastics, Inc. (“Defendant”), and the Released Parties, on the other
4 hand. Plaintiff and Defendant are collectively referred to herein as “Parties” and individually referred
5 to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Aidee Fabian v. Fruth Custom Plastics, Inc.*, Superior Court of the
12 State of California for the County of Orange, Case Number: 30-2024-01408686-CU-OE-CXC.

13 2. “Class” means: All non-exempt employees who were employed by Defendant, in the
14 State of California, at any time from June 21, 2020, through September 30, 2025.

15 3. “Class Counsel” means The Wheeler Law Firm, APC.

16 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
18 Action.

19 5. “Class and PAGA Member Information” means information regarding Class Members
20 that Defendant will in good faith compile from their records and provide to the Settlement
21 Administrator. It shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document
22 and shall include: each Class Member’s full name; social security number; last known address; last
23 known telephone number; and the dates of employment, including hire date, termination date, and any
24 applicable rehire date.

25 6. “Class Member” means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. “Class Period” means the time period from June 21, 2020, through September 30,
28 2025.

8. “Class Representative Service Award” means the amount that the Court authorizes to be paid individually to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant.

9. “Compensable Work Week” or “Compensable Work Weeks” means a reasonable estimate of work weeks worked by each Class Member individually and collectively by all Class Members during the Class Period based on Defendant’s records and used as a value to calculate Individual Settlement Payments. The number of Compensable Work Weeks for each Class Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full workweek.

10. “Compensable PAGA Pay Period” or “Compensable PAGA Pay Periods” means a reasonable estimate of pay periods worked by each PAGA Member during the period from April 15, 2023, through September 30, 2025, based on Defendant’s records and used as a value to calculate PAGA Payments. The number of Compensable PAGA Pay Periods for each PAGA Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial pay period will be expressed as a percentage of a full pay period.

11. “Court” means the Superior Court for the State of California, County of Orange, which has jurisdiction over this matter.

12. “Defendant” means Fruth Custom Plastics, Inc.

13. “Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five

(65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, twenty (20) calendar days after any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief or is withdrawn.

14. “Final Approval Order and Judgment” means an order and judgment that the Court will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

15. “Gross Settlement Amount” means the maximum amount which Defendant is obligated to pay under this Settlement Agreement, which is Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$575,000.00), subject to increase under the circumstances as set forth in paragraph 58. This is an “all in” non-reversionary Settlement in which Defendant are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer’s share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

16. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

17. “LWDA” means the California Labor and Workforce Development Agency.

18. “Net Settlement Amount” means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA penalties, and Settlement Administration Costs.

19. “Notice of Class and PAGA Settlement” means the notice, substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement process, and each Class Member’s estimated Individual Settlement Payment. Notice of Class Settlement will be provided to the Class in English and Spanish.

20. “Operative Complaint” means the First Amended Class and Representative Action Complaint on file in this action.

21. “Objection” means a letter or other written communication submitted by a Class

1 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
2 or she is objecting to any of the terms of the Settlement.

3 22. "PAGA Member" or "PAGA Members" means any non-exempt employee who was
4 employed or has been employed by Defendant at any time in the state of California during the time
5 period of April 15, 2023, through September 30, 2025.

6 23. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
7 Plaintiff or Defendant, individually.

8 24. "Payment Ratio" means the respective Compensable Pay Periods for Class Member
9 divided by the total Compensable Pay Periods for all Class Members.

10 25. "PAGA Payment Ratio" means the respective Compensable PAGA Pay Periods for
11 each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

12 26. "PAGA Period" means the time period from April 15, 2023, through September 30,
13 2025.

14 27. "Plaintiff" refers to Aidee Fabian.

15 28. "Preliminary Approval Date" means the date upon which the Court files an order
16 granting preliminary approval of the Settlement.

17 29. "Request for Exclusion" means a letter or other written communication submitted by
18 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
19 that he or she is electing to be excluded from the Settlement

20 30. "Released Claims by Plaintiff" is set forth in paragraph 47 below. Plaintiff releases
21 the "Released Claims by Plaintiff" as of the date Defendant fully funds this Settlement.

22 31. "Released Claims by Settlement Class Members" means: Aside from those who
23 submit a valid and timely request for exclusion from the settlement, Plaintiff and each member of the
24 Settlement Class will release the Released Parties, from any and all claims, debts, liabilities, demands,
25 obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising
26 out of the allegations and claims asserted in the operative Complaint, including without limitation to,
27 any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final
28 pay upon termination), alleged unpaid meal and rest period premiums, alleged unpaid recovery period

1 premiums, failure to pay timely wages, failure to maintain required records, itemized wage statements,
 2 failure to reimburse for reasonable and necessary business expenses, California Civil Code, or
 3 Business & Professions Code Section 17200, and claims for restitution and other equitable relief,
 4 liquidated damages, or penalties; any other benefit claimed on account of the allegations asserted in
 5 the operative Complaint; and any other Labor Code violations that were alleged in the operative
 6 Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in
 7 the operative Complaint, which includes, but not limited to, alleged violations of Labor Code sections
 8 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
 9 1197.1, 1198, 2802, IWC Wage Order 1-2001, California Civil Code sections 3287, 3288, 1021.5,
 10 Cal. Business & Professions Code, §§ 17200, et. seq. This release shall apply to all claims arising at
 11 any point during the Class Period.

12 32. “Released PAGA Claims ” means: Plaintiff, on behalf of the State of California and
 13 each PAGA Member will release the Released Parties from all claims for civil penalties under the
 14 California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal
 15 law against the Released Parties that were alleged in the Action and that reasonably could have been
 16 alleged in the Action based on the allegations contained in the LWDA Letter and/or the operative
 17 complaint and any amendments thereto, including, without limitation, all claims for civil penalties
 18 under PAGA (Labor Code § 2698 *et seq.*), related to (1) failure to provide meal breaks or meal
 19 premium pay; (2) failure to provide recovery breaks or recovery premium pay; (3) failure to provide
 20 rest periods or rest period premium pay; (4) failure to pay overtime wages and failure to properly
 21 calculate overtime wages; (5) failure to pay travel time; (6) failure to pay training time; (7) failure to
 22 pay wages at the regular rate of pay; (8) failure to pay training time; (9) rounding timekeeping; (10)
 23 unpaid wages for COVID screening, donning, and doffing; (11) failure to pay minimum wages; (12)
 24 failure to pay timely wages; (13) willful failure to pay discharged or quitting employees all wages
 25 due; (14) failure to provide accurate itemized wage statements; (15) failure to maintain records; (16)
 26 failure to provide notice of COVID exposure; (17) failure to provide suitable seating; (18) failure to
 27 maintain temperature of interior work area at a level of reasonable comfort; (19) failure to comply
 28 with Lab. Code § 432; (20) failure to indemnify for employment expenditures, and/or losses,

1 violations that were alleged in the operative Complaint, or that could have been alleged in the
2 operative Complaint based on the facts alleged in the operative Complaint, which includes, but is
3 not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3,
4 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199., 2802, 2810.5, 2698, *et*
5 *seq.*, 6409.6, 6432, and IWC Wage Order No. 1-2001, 4-2001, 7-2001.

6 33. “Released Parties” collectively mean: Defendant and any past, present or future
7 parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners,
8 shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof, including C-P
9 Flexible Packaging and CF&B Manufacturing, Inc. dba Clean Room Film & Bags.

10 34. “Response Deadline” means sixty (60) days after the postmark date of the Notice of
11 Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on
12 which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
13 Settlement.

14 35. “Settled PAGA Claims”, means the release of all claims for civil penalties only under
15 PAGA that Plaintiff, on behalf of herself, and the State of California, predicated on the facts alleged
16 in Plaintiff’s Operative Complaint and PAGA Notice dated April 15, 2024, during the period from
17 April 15, 2023, through September 30, 2025, and referenced in paragraph 32.

18 36. “Settlement” means the disposition of the Action pursuant to this Agreement.

19 37. “Settlement Administration Costs” means the amount to be paid to the Settlement
20 Administrator from the Gross Settlement Amount for administration of this Settlement.

21 38. “Settlement Administrator” means ILYM Group, Inc. (“ILYM Group”), the Settlement
22 Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of
23 Class Settlement; printing and mailing the Notice of Class Settlement to the Class in English and
24 Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class
25 Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of
26 this Settlement; (d) processing and mailing payments to Plaintiff’s, Class Counsel, the LWDA, and
27 Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders
28 the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely

1 apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that
2 they have no financial interest or other relationship with ILYM Group that could create a conflict of
3 interest. Should a conflict of interest or other issue lead to the disqualification of the selected
4 Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

5 39. "Settlement Class" or "Settlement Class Members" means all Class Members who
6 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

7 RECITALS

8 40. Procedural History. On June 21, 2024, Plaintiff filed a complaint against Defendant
9 in Superior Court of the State of California, County of Orange, Case Number: 30-2024-01408686-
10 CU-OE-CXC. The Parties stipulated to the filing of a First Amended Class and PAGA Representative
11 Complaint in order to effectuate the terms of the Settlement which was submitted on October 10 2025.
12 Defendant's answer to Plaintiff's First Amended Class and PAGA Representative Action Complaint
13 will be held in abeyance pending Court approved of this Settlement.

14 41. Investigation and Discovery. The Parties have conducted significant investigation of
15 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
16 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
17 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
18 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
19 law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

20 42. Mediation. The Parties initially participated in a mediation session with the highly
21 experienced mediator, Todd Smith, Esq., on July 16, 2025. After a full day of mediation, the Parties
22 were able to reach a proposed settlement regarding the material terms for a proposed class action and
23 PAGA settlement that would fully resolve this matter.

24 43. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
25 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
26 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
27 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
28 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the

1 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
2 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
3 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
4 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
5 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
6 best interests of the Class.

7 44. Defendant's Reasons for Settlement. Defendant has concluded that any further defense
8 of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's
9 time, energy, and resources have been and, unless this Settlement is completed, will continue to be
10 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
11 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
12 continues to contend that it is not liable for any of the claims alleged by Plaintiff in this Action,
13 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
14 Settlement Agreement to put to rest the claims in this Action.

15 **STIPULATION AND AGREEMENT**

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

18 46. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
19 Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

20 47. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
22 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
23 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
24 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
25 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
26 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
27 own, independent legal and tax counsel for advice (including tax advice) in connection with this
28 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other

1 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
2 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
3 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
4 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
6 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
7 contemplated by this Agreement.

8 48. Released Claims by Plaintiff. As of the date Defendant fully funds the Settlement,
9 Plaintiff agrees to the Release of Claims by Settlement Class Members and the Released PAGA
10 Claims on behalf of the State of California and the PAGA Members. In addition to Release of Claims
11 by Settlement Class Members and as a material inducement to Defendant to enter into this Settlement
12 Agreement, Plaintiff does hereby, for herself and for her spouse, heirs, successors, beneficiaries,
13 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
14 representatives, and assign, forever and completely release and discharge the Released Parties from
15 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
16 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including
17 back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest,
18 attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution
19 of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but
20 not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work
21 for Defendant or the remuneration for or termination of such employment.

22 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising
23 under the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203,
24 204, 210, 216, 218.5, 218.6, 221, 222, 225, 225.5, 224, 226, 226.3, 226.7, 227.3, 246, 248.1, 248.2,
25 248.6, 351, 345, 432, 450, 510, 511, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1,
26 1197.2, 1198, 1198.5, 1199, 1400, 1775, 2698 et seq., 2699, 2800, 2802, 2810.5, 6409.6, and 6432;
27 the Wage Orders of the California Industrial Welfare Commission, including IWC Wage Orders 1-
28 2001, 4-2001, and 7-2001; the California Private Attorneys General Act of 2004 ("PAGA");

1 California Business and Professions Code section 17200 et seq.; the California Civil Code, to include,
2 but not limited to, sections 1021.5, 3287, 3288, 3336 and 3294; the California common law of
3 contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the
4 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released Claims
5 also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages,
6 and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
7 and wrongful termination such as by way of example only, (as amended) 42 U.S.C. section 1981, Title
8 VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in
9 Employment Act, and the California Fair Employment and Housing Act; and the law of contract and
10 tort. This release excludes the release of claims not permitted by law. As to the Plaintiff's Released
11 Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of
12 the California Civil Code. Section 1542 reads as follows:

13 **A general release does not extend to claims that the creditor or releasing party does**
14 **not know or suspect to exist in his or her favor at the time of executing the release**
15 **and that, if known by him or her, would have materially affected his or her**
 settlement with the debtor or releasing party.

16 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
17 complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that
18 this Settlement Agreement is intended to include in its effect, without limitation, all claims that
19 Plaintiff knew of, as well as all claims that Plaintiff did not know or suspect to exist in Plaintiff's favor
20 against the Released Parties, or any of them, for the time period from the beginning of time to the
21 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
22 extinguishment of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to
23 pursue any claims against Defendant, including, but not limited to, any and all claims relating to
24 or arising from Plaintiff's employment with Defendant, and that Plaintiff's Counsel is not
25 currently aware of any facts or legal theories upon which any claims or causes of action could be
26 brought against Defendant, excepting those facts or legal theories alleged in the Operative
27 Complaint in this Action. This release does not include claims which cannot be released by
28 California law such as unemployment or Worker's Compensation benefits.

49. Class Certification. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not request exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final Approval for any reason, the Parties' stipulation to class certification as part of the Settlement Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserve its rights and declares that Defendant will continue to oppose class certification and contest the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court fail to grant Final Approval.

50. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final approval of this class action Settlement. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for preliminary and final approval. Plaintiff agrees to provide Defendant the opportunity to review both the Preliminary Approval Motion and Final Approval Motion, and to consider Defendant's comments before filing either motion.

51. Submission of Settlement to LWDA. This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699(s)(2). At the same time Plaintiff files with the Court the Preliminary Approval Motion accompanied with this Agreement, Class Counsel will submit the Agreement to the LWDA through its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

52. Release of Claims by Class Members. Settlement Class Members release the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

53. Release of Settled PAGA Claims. Plaintiff, on behalf of the State of California and LWDA, release the "Settled PAGA Claims," as defined, as of the Effective Date.

54. Settlement Administration. Within fourteen (14) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

55. Notice to the Class. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days after receiving the Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

a. Undeliverable Notices. Any Notice of Class Settlement returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator will conduct its investigation for an updated address of the Class Member and re-mail the Notice of Class Action Settlement. If an updated address is found, the Settlement Administrator shall have seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

(1) Verification of Class Member Employment Status. If Notice of Class Action Settlement sent to a Class Member is determined to be undeliverable, the Settlement Administrator shall verify the employment status of the Class Member with Defendant within five (5) days of receipt of the undeliverable Notice of Class Action Settlement. If the Class Member is a current employee of Defendant, Defendant shall take all reasonable efforts to obtain the current

1 address from the Class Member and shall provide the same with seven
2 (7) days of notice from the Settlement Administrator.

3 b. Disputes Regarding Individual Settlement Payments. Class Members will have
4 the opportunity, should they disagree with Defendant's records regarding the number of Compensable
5 Pay Periods attributed to them in the Class Notice, to provide documentation and/or an explanation to
6 show contrary information by the Response Deadline. The dispute form must: (a) contain the full
7 name, address, and telephone number of the Class Member, and the last four digits of the Class
8 Member's social security number or full employee ID number; (b) contain the case name and case
9 number; (c) contain a clear statement by the Class Member that he or she is disputing the number of
10 Compensable Workweeks and the basis for the dispute; (d) be signed by the Class Member; and (e)
11 be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
12 envelope on the dispute form, or the date the e-mail is sent, shall be the exclusive means used to
13 determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator
14 will consult with the Parties to determine whether an adjustment is warranted. The Settlement
15 Administrator shall then determine the eligibility for, and the amounts of, any Individual Class
16 Payments and/or Individual PAGA Payments under the terms of this Agreement. In the absence of
17 circumstances indicating fraud, manipulation or destruction, Defendant's records shall be presumed
18 to be accurate. The Court has final say regarding the validity and final decision regarding any Pay
19 Period disputes.

20 c. Request for Exclusion. Class Members who wish to exclude themselves from
21 the Settlement must mail or email to the Settlement Administrator a Request for Exclusion by the
22 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone
23 number of the Class Member, and the last four digits of the Class Member's social security number;
24 (b) contain the case name and case number; (c) contain a clear statement by the Class Member that he
25 or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be
26 postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
27 envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive means
28 used to determine whether it has been timely submitted. Any Class Member who requests to be

1 excluded from the Settlement Class shall not be entitled to any Individual Class Payment, shall not
2 release any of the Released Claims by Settlement Class Members, and shall not have any right to
3 object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for
4 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any
5 Final Approval Order and Judgment entered in this Action. Any Class Member who submits a valid
6 and timely Request for Exclusion cannot opt-out of PAGA portion of this Settlement and will still
7 receive their share of the PAGA portion of this Settlement and be bound by the PAGA release. The
8 Court has final say regarding the validity and authenticity of any Requests for Exclusion.

9 d. Objections. Class Members who wish to object to the Settlement can either
10 mail or email to the Settlement Administrator a written Objection by the Response Deadline. The
11 Objection should: (a) contain the full name, address, and telephone number of the Class Member,
12 and the last four digits of the Class Member's social security number; (b) contain the case name and
13 case number; (c) the dates of employment of the Class Member; (d) be signed by the Class Member;
14 (e) state the basis for the Objection, including any legal briefs, papers or memoranda in support of
15 the Objection; and (f) be postmarked by the Response Deadline. The date of the postmark on the
16 return mailing envelope on the Objection, or the date the email was sent, shall be the exclusive
17 means used to determine whether the Objection has been timely submitted. Class Members who
18 submit a timely Objection will have a right to appear at the final approval hearing in order to have
19 their Objection heard by the Court. At no time shall any of the Parties or their counsel seek to solicit
20 or otherwise encourage Class Members to submit Objections to the Settlement or appeal from the
21 Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with
22 respect to any such Objections. The Settlement Administrator will provide the Parties with any
23 Objection within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all
24 Objections with the Court in advance of the Final Approval Hearing. Oral or written Objections may
25 also be made at the Final Approval hearing without a written objection or notice of intent to appear
26 being submitted. If the Court rejects the objection, the individual will be bound by the terms of the
27 Settlement.

e. If greater than fifteen (15) percent of the Class Members opt out or object to this Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is 15% or more, Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds to be awarded shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement.

f. Except for those Settlement Class Members who exclude themselves in compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Settlement Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

56. Funding Gross Settlement Amount. After the Effective Date, Defendant agrees to pay a sum equal to \$575,000 (the “Gross Settlement Amount”) to fund the settlement of this action within thirty (30) calendar days. The Settlement is “all-in”, non-reversionary and no funds will return to Defendant. Payments of any appropriate and lawfully-required employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid by Defendant separately from and in addition to the Gross Settlement Amount.

57. Allocation of Settlement. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members’ last known mailing address.

a. The Settlement Administrator shall calculate the total Compensable Workweeks and Compensable PAGA Pay Periods for all Settlement Class Members based on the Class Information provided by Defendant. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation

will apply to determining the Payment Ratio for Compensable PAGA Pay Periods. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.

b. Individual Settlement Payments due to each Settlement Class Member shall be designated as follows:

1. Twenty-five percent (25%) of the Individual Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be deducted from the amount paid to Settlement Class Members. The Settlement Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

2. Fifty-five percent (55%) of the Individual Settlement Payment shall represent payment of all penalties. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

3. Ten percent (10%) business expenses. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

4. Ten percent (10%) of the Individual Settlement Payment shall represent payment of all interest. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

(a). Class Members With Missing/Unverifiable Social Security Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable IRS regulations on issuing 1099's without a social security number or tax entity identification number, and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross

1 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
2 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
3 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
4 least 30 days between the two contacts.

5 c. Uncashed Settlement Checks (Class and PAGA). Individual Settlement
6 Payment checks shall remain negotiable for one hundred and eighty (180) calendar days from the
7 postmark date of issuance. If the Individual Settlement Payment check is not cashed, deposited, or
8 otherwise negotiated by the Settlement Class Member within the 180-day deadline, the check will be
9 voided, and the funds associated with any such voided checks shall be paid to Legal Aid at Work's
10 Wage Protection Clinic pursuant to California Code of Civil Procedure section 384. Neither
11 Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any liability for lost or
12 stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of
13 settlement checks or failure to timely cash a settlement check within the 180-day period. The
14 Settlement Administrator shall send a reminder postcard to any Class Member whose settlement
15 distribution check has not been negotiated within sixty (60) days after the date of mailing.

16 d. Certification By Settlement Administrator. The Parties have the right to
17 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
18 Administrator concerning the administration of the Settlement will be resolved by the Court, under
19 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
21 completion of administration of the Settlement, the Settlement Administrator shall provide written
22 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
23 necessary.

24 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
25 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
26 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
27 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
28 Settlement Class Member to additional compensation or benefits under any company compensation

1 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
2 any Settlement Class Member to any increased pension and/or retirement, or other deferred
3 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
4 provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class
5 Members in connection with this Settlement, and that the Settlement Class Members are not entitled
6 to any new or additional compensation or benefits as a result of having received the Individual
7 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
8 compensation plan document that might have been in effect during the period covered by this
9 Settlement).

10 f. Class Representative Service Award. Defendant agrees not to oppose or object
11 to a Class Representative Service Award to Plaintiff of up to Seven Thousand Dollars (\$7,000.00),
12 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
13 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
14 and legally responsible to pay any and all applicable taxes on his Class Representative Service Award
15 and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties,
16 or interest arising as a result of the Class Representative Service Award payment. The Class
17 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
18 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
19 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
20 is not granted by the Court shall return to the Net Settlement Amount and be distributed to
21 Settlement Class Members as provided in this Settlement Agreement.

22 g. Class Counsel Award. Defendant agrees not to oppose or object to any
23 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
24 Settlement Amount, or One-Hundred and Ninety-One Thousand, Four Hundred and Seventy-Five
25 Dollars and Zero cents (\$191,475.00). Defendant further agrees not to oppose any application or
26 motion by Class Counsel for the reimbursement of any costs or expenses associated with Class
27 Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed \$17,000. Class
28 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made

1 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
2 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
3 upon the Court awarding Class Counsel any particular amount in attorneys’ fees and costs. Any
4 amount requested by Class Counsel for the Class Counsel Award and costs that are not granted by the
5 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
6 provided in this Agreement.

7 h. Settlement Administration Costs. The Settlement Administrator shall be paid
8 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
9 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
10 Fifteen Thousand Dollars (\$15,000.00). Prior to the filing of a motion for final approval of this
11 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs
12 of administration. Any amount requested by the Settlement Administrator for administration costs that
13 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
14 Class members as provided in this Settlement Agreement. Defendant will pay any fees incurred by
15 the Settlement Administrator if the settlement is not approved.

16 i. PAGA Payment. Thirty Thousand dollars (\$30,000) from the Gross Settlement
17 Amount will be allocated to penalties under PAGA. Seventy-five percent (75%) of that amount, or
18 \$22,500, will be paid to the LWDA and twenty-five (25%) of that amount, or \$7,500, will be paid to
19 the PAGA Members based upon Compensable PAGA Work Weeks as determined by the PAGA
20 Payment Ratio as set forth in Paragraph 25. This PAGA Payment is made pursuant to California
21 Labor Code § 2699(i).

22 58. Tax Liability: Class Counsel and Defendant make no representation as to the tax
23 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
24 Members are not relying on any statement or representation by Class Counsel or Defendant in this
25 regard. Plaintiff and Settlement Class Members understand and agree that they will be solely
26 responsible for the payment of any taxes and penalties assessed on their respective payments described
27 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
28 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or

1 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
2 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
3 the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this
4 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
5 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
6 be modified in a manner to bring Defendant into compliance with any such changes.

7 59. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
8 Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement
9 Administration Costs, Defendant’s share of employer payroll taxes and PAGA Payment, shall all be
10 distributed by the Settlement Administrator within (10) calendar days of receipt of the full Gross
11 Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the
12 Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class
13 and PAGA Members addresses using the National Change of Address Database.

14 60. Additional Compensable Work Weeks. It is currently estimated that Class Members
15 worked 25,184 work weeks as confirmed by Defendant. Defendant shall provide Plaintiff within ten
16 (10) days of notice that Plaintiff intends to file a Motion for Preliminary Approval, the current number
17 of Compensable Work Weeks. If the number of Compensable Work Weeks identified during the Class
18 Period exceeds 10% or more of 25,184 Compensable Work Weeks (i.e., 25,184 Compensable Work
19 Weeks), the Gross Settlement Amount will be increased on a pro rata basis according to the number
20 of additional Compensable Work Weeks in excess of 10% percent of the total number of Compensable
21 Work Weeks during the Class Period.

22 61. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
23 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
24 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
25 the Class Counsel Awards; (c) the Class Representative Service Award; (d) PAGA Payment; and (e)
26 the Settlement Administration Costs.

27 62. Submission of Judgment to LWDA. Within 10 calendar days after Class Counsel’s
28 receipt of the Court’s approval of the Agreement and entry of a signed Final Approval Order and

Judgment, Class Counsel will submit the Final Approval Order and Judgment to the LWDA through its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Final Approval Order and Judgment.

63. Nullification of Settlement Agreement Based on Lack of Court Approval. In the event: (a) the Court does not enter the Order for preliminary approval of the Settlement; (b) the Court does not finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement Agreement, this entire Settlement Agreement shall be null and void and unenforceable as to all Parties herein at the option of any Party but remains protected by California Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant. Further, if the Settlement Agreement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement Agreement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement Agreement. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said notification.

64. Nullification of Settlement Based on Opt-Outs. In the event that twelve percent (12%) or more of the Class Members opt-out of the Settlement, Defendant shall have the option of nullifying the Settlement Agreement. In order to exercise this option, Defendant must notify Class Counsel in

1 writing within five (5) business days of learning from the Administrator that the number of opt-outs
2 equals twelve percent (12%) or more. In such a case, the Parties and any funds to be awarded shall
3 be returned to their respective statuses as of the date and time immediately prior the execution of the
4 Settlement Agreement.

5 65. No Admission by Defendant. Defendant denies any and all claims alleged in this
6 Action and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or
7 admission and shall not be used against Defendant as an admission or indication with respect to any
8 claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant's desire to settle
9 and compromise the matters at issue in the Action to avoid further substantial expense and the
10 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into
11 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
12 defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member, has
13 determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class be
14 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

15 66. Mutual Non-Disparagement. The Parties mutually agree that they shall not publicly
16 assert, declare, avow, lay claim to, or in any other manner represent that any of them engaged in
17 actions or conduct with the purpose of attempting to harass, embarrass, ridicule, demean, demote,
18 defame, or otherwise denigrate each other, and any of them, their good name(s), personal and/or
19 professional reputations, and/or community standing. In the event of an employment inquiry regarding
20 the Plaintiff, Defendant shall only provide dates of employment and last position held. The Parties
21 and their counsel agree not to issue any press releases, initiate contact with press, or respond to press
22 inquiry regarding the Settlement.

23 67. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize
24 the settlement, including the Memorandum of Understanding, the fact of the Settlement, its
25 terms or contents, and the negotiations underlying the Settlement, in any manner or form,
26 directly or indirectly, to any person or entity, except potential class members and as shall be
27 contractually required to effectuate the terms of the Settlement as set forth herein. For the
28 avoidance of doubt, this section means Plaintiff and Class Counsel will not issue press releases,

1 communicate with, or respond to any media or publication entities, publish information in
2 manner or form, whether printed or electronic, on any medium or otherwise communicate,
3 whether by print, video, recording or any other medium, with any person or entity concerning
4 the Settlement, including the fact of the Settlement, its terms or contents and the negotiations
5 underlying the Settlement, except as shall be contractually required to effectuate the terms of the
6 Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to
7 prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the
8 Parties in this action and the venue/case number of this action (but not any other settlement
9 details) for such purposes.

10 68. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
12 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
13 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
14 constitute a part of this Agreement.

15 69. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
16 except such proceedings necessary to implement and complete the Settlement, holding the Action in
17 abeyance pending the final approval hearing to be conducted by the Court.

18 70. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
19 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
20 with this Agreement shall be resolved as follows:

21 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
22 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has
23 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
24 alleged violation.

25 b. Upon receiving notice of the alleged violation or dispute, the responding Party
26 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
27 with the reasons why the Party disputes all or part of the allegation.

1 c. If the response does not address the alleged violation to the initiating Party's
2 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
3 differences.

4 d. If Class Counsel and Defendant's Counsel are unable to resolve their
5 differences after twenty (20) calendar days, either Party shall first contact the mediator (Todd Smith,
6 Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion
7 for enforcement with the Court. The briefing of such motion should be in letter brief form and shall
8 not exceed five (5) single-spaced pages (excluding exhibits).

9 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
10 this Section may be recovered by any Party that prevails under the standards set forth within the
11 meaning of applicable law.

12 71. Notice. Unless otherwise specifically provided herein, all notices, demands or other
13 communications given hereunder shall be in writing and shall be deemed to have been duly given as
14 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
15 mail, return receipt requested, addressed:

16 To the Settlement Class:

17 THE WHEELER LAW FIRM, APC
18 Scott Ernest Wheeler
19 Justin A. Wheeler
20 250 West First Street, Suite 216
21 Claremont, California 91711
22 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

23 To Defendant:

24 CDF LABOR LAW LLP
25 Marie D. DiSante, State Bar No. 138267
26 mdisante@cdflaborlaw.com
27 Dalia Z. Khatib, State Bar No. 323712
28 dkhatib@cdflaborlaw.com
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
Telephone: (949) 622-1661

72. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties and approved by the Court.

73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

76. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

77. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,

is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is not approved, the stipulation will be of no force or effect.

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

79. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

80. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court. Rule 3.769(h), the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

81. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party based on the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that

the language in all parts of this Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning.

82. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

83. Attorneys' Fees and Costs. Except as expressly provided in this Agreement, Defendant and Plaintiff will each bear their own attorney's fees and costs.

84. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

85. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

86. Labor Code § 206.5 Inapplicable. It is acknowledged that all individual settlement payments made pursuant to this Agreement are on disputed claims and that Plaintiff, each Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

87. Voluntary Agreement. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,

or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

88. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

89. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange by facsimile or electronic image (i.e., as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (i.e., with DocuSign).

90. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall 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.

Dated: 10/28/2025

By:

Signed by:
Aidee Fabian
D2C017C30CB743E

AIDEE FABIAN

Dated:

By:

FRUTH CUSTOM PLASTICS, INC.

Title:

or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

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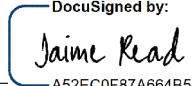
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90. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define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

Dated: _____

By: _____
AIDEE FABIAN

Dated: 10/21/2025

By:  _____
FRUTH CUSTOM PLASTICS, INC.

Jaime Read

Title: General Manager

1 **APPROVED AS TO FORM:**

2 Dated: October 28, 2025

THE WHEELER LAW FIRM, APC

3 

4 By: _____

5 Scott Ernest Wheeler

6 Justin A. Wheeler

7 *Attorneys for Plaintiff and the Putative Class*

8 Dated:

CDF LABOR LAW LLP

9
10 By: _____

11 Marie D. DiSante

12 Dalia Z. Khatib

13 *Attorneys for Defendant*

1 **APPROVED AS TO FORM:**

2 Dated:

THE WHEELER LAW FIRM, APC

3
4 By: _____
5 Scott Ernest Wheeler
6 Justin A. Wheeler

7 *Attorneys for Plaintiff and the Putative Class*

8 Dated: October 28, 2025

CDF LABOR LAW LLP

9
10 By:  _____
11 Marie D. DiSante
12 Dalia Z. Khatib

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14 *Attorneys for Defendant*
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EXHIBIT 1

<<First Name>> <<Last Name>>
<<Address 1>>
<<Address 2>>

CLASS AND PAGA AWARD NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Aidee Fabian v. Fruth Custom Plastics, Inc.*, Superior Court of the State of California for the County of Orange, Case Number: 30-2024-01408686-CU-OE-CXC (the “Action”). The Settlement has two components, the settlement of class action claims (the “Class Released Claims”) and the settlement of California Private Attorneys General Act (“PAGA”) claims (the “PAGA Claims”).

The Court has determined that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

The Settlement covers all hourly employees who were employed by Fruth Custom Plastics, Inc. (“Defendant”) at any time in the state of California during the period of June 21, 2020, through September 30, 2025 (the “Class Period”). You are receiving this notice because Defendant’s records show that you worked as an hourly employee for Defendant during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights with respect to the Class Released Claims.

If you also worked as an employee who was employed by Defendant during the period of April 15, 2023, through September 30, 2025 (the “PAGA Period”) (collectively, the “Aggrieved Employees”), you may also qualify for a settlement payment as a result of the settlement of the PAGA Claims. If eligible as an Aggrieved Employee, you will still receive your portion of the PAGA settlement regardless of how you respond to this Notice, and the PAGA Claims will still be released by the Settlement.

Your options are further explained in this Notice. To exclude yourself from the class action portion of the Settlement, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement for the class claims. If you exclude yourself from the Settlement, you will still receive your settlement payment for the release of the PAGA Claims if you are eligible; you cannot exclude yourself from that portion of the settlement.

OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don't like the Settlement. This option is available only if you do not exclude yourself from the Settlement.
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Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class: all hourly employees who were employed by Defendant at any time in the state of California during the Class Period. According to Defendant's records, you are a member of the Class (a "Class Member"). Also, according to Defendant's records, if you were employed from April 15, 2023, through September 30, 2025, you are also a PAGA Aggrieved Employee.

What is this case about?

In the Action, Aidee Fabian ("Plaintiff") alleges on behalf of herself and the Class (and with respect to the PAGA Claim, on behalf of the State of California) the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 1-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 1-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 1-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197, 1197.1, and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 200, 201, 202 and 203; (7) failure to provide accurate itemized wage statements in violation of Labor Code Section 226, 226.3, 226.7, 558 and Industrial Welfare Order 1-2001, Section 7; (8) failure to maintain records in violation of Labor Code Sections 226, 1174, 1174.5, and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Order 1-2001, 4-2001 and 7-2001, as alleged in the Operative Complaint and the LWDA Notice dated April 15, 2024.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the First Amended Class Action and PAGA Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the costs of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class. The Court has granted preliminary approval of this Settlement.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WHEELER LAW FIRM, APC
 Scott Ernest Wheeler
 Justin A. Wheeler
 250 West First Street, Suite 216

Defendant's Counsel

CDF LABOR LAW LLP
 Marie D. DiSante
 mdisante@cdflaborlaw.com
 Dalia Z. Khatib

Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

dkhatib@cdflaborlaw.com
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
Telephone: (949) 622-1661

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$575,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees for the PAGA settlement, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$_____.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class (“Settlement Class Member”). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of compensable work weeks worked by each Settlement Class Member to the total number of work weeks worked by all Settlement Class Members, calculated based on Defendant’s records.

According to Defendant’s records, during the period of June 21, 2020, through September 30, 2025, you worked _____ compensable work weeks in California, as an hourly employee, and therefore, your settlement payment as a Class Member is estimated to be \$_____.

According to Defendant’s records, during the period of April 15, 2023, through September 30, 2025, you worked _____ PAGA pay periods in California, as an hourly employee, and therefore, your portion of the settlement of the PAGA claim is estimated to be \$_____.

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of settlement payments to Class Members from the class action portion of the Settlement varies from _____ to _____. Your estimated recovery is _____. The range of settlement payments to Aggrieved Employees from the PAGA portion of the Settlement will range from _____ to _____. Your estimated PAGA Payment is _____.

If you wish to dispute the number of compensable work weeks credited to you, you must submit a written dispute to the Settlement Administrator at _____ by mail, postmarked no later than [Response Deadline], or by e-mail by _____. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of compensable work weeks and the basis for your dispute, including evidence sufficient to prove that Defendant’s workweek calculation is incorrect, if any; and (4) and be signed by you. You may also dispute your PAGA pay periods by following the same process you can dispute your compensable work weeks set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check (unless you exclude yourself from the Settlement as discussed in this letter). The settlement approval process takes time so please be patient.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty

(180) days; after that checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to Legal Aid at Work's Wage Protection Clinic. All funds attributable to PAGA penalties that are not timely negotiated by an Aggrieved Employee will also be paid to Legal Aid at Work's Wage Protection Clinic.

The class action settlement payment issued to you will be allocated as follows: twenty-five percent (25%) as wages, fifty-five percent (55%) as penalties, ten percent (10%) as reimbursements for business expenses; and ten percent (10%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement. The penalties and interest portion will not be subject to withholdings and a 1099 will be provided to you for these payments.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees not to exceed One-Hundred and Ninety Thousand and Four Hundred and Seventy-Five Dollars (\$191,475.00) or thirty-three and one-third (33.333) percent of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$17,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payment of up to \$7,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$15,000. A payment in the amount of \$22,500 will also be made to the LWDA for its share of PAGA penalties, while \$7,500 will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Defendant and each of the Released Parties, from the "Class Released Claims," defined as: from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising out of the allegations and claims asserted in the operative Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay upon termination), alleged unpaid meal and rest period premiums, alleged unpaid recovery period premiums, failure to pay timely wages, failure to maintain required records, itemized wage statements, failure to reimburse for reasonable and necessary business expenses, California Civil Code, or Business and Professions Code Section 17200, and claims for restitution and other equitable relief, liquidated damages, or penalties; any other benefit claimed on account of the allegations asserted in the operative Complaint; and any other Labor Code violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint, which includes alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, IWC Wage Order 1-2001, California Civil Code sections 3287, 3288, 1021.5, California Business and Professions Code, Section 17200. This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff, on behalf of the State of California and each PAGA Member will release the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter and/or the operative complaint and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*), related to (1)

failure to provide meal breaks or meal premium pay; (2) failure to provide recovery breaks or recovery premium pay; (3) failure to provide rest periods or rest period premium pay; (4) failure to pay overtime wages and failure to properly calculate overtime wages; (5) failure to pay travel time; (6) failure to pay training time; (7) failure to pay wages at the regular rate of pay; (8) failure to pay training time; (9) rounding timekeeping; (10) unpaid wages for COVID-19 screening, donning, and doffing; (11) failure to pay minimum wages; (12) failure to pay timely wages; (13) willful failure to pay discharged or quitting employees all wages due; (14) failure to provide accurate itemized wage statements; (15) failure to maintain records; (16) failure to provide notice of COVID exposure; (17) failure to provide suitable seating; (18) failure to maintain temperature of interior work area at a level of reasonable comfort; (19) failure to comply with Lab. Code Section 432; (20) failure to indemnify for employment expenditures, and/or losses, violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, 2698, 6409.6, 6432, and IWC Wage Order No. 1-2001, 4-2001, 7-2001.

“Released Parties” collectively means: Defendant and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof, including C-P Flexible Packaging and CF&B Manufacturing, Inc. dba Clean Room Film & Bags.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, twenty (20) calendar days after any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief or is withdrawn.

What are my options?

You have several options with respect to the class action portion of this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the class action portion of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to ILYM Group, Inc. by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount and you will not release the Class Released Claims. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and

be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is attached to this notice for your convenience

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If wish to object in writing, you must mail a written statement of objection to ILYM Group, Inc. at 2832 Walnut Avenue, Suite C, Tustin, California 92780, or e-mail the written objection to (INSERT)@ILYMGROUP.com). The written objection should contain the following: (1) your full name, current address, and signature; (2) a clear reference to the Action; and (3) a statement of the specific reasons why the objector believes the Settlement Agreement is unfair or objects to the Settlement Agreement. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is attached to this notice for your convenience. Even if you do not object in writing you may still appear and be heard at the Final Approval Hearing.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] 2026, in Department CX102 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The final approval hearing may be continued without further notice to Class Members unless they have filed an objection to the Settlement. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. A copy of the Settlement Agreement was filed on November [REDACTED], 2025 and is attached to the **Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval**. You can also visit the Court's website at: <https://www.occourts.org/online-services> for more information, including obtaining a copy of the Settlement Agreement online.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Aidee Fabian v. Fruth Custom Plastics, Inc., Superior Court of the State of California for the County of Orange, Case Number: 30-2024-01408686-CU-OE-CXC

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR, ILYM GROUP, INC. AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR EMAILED ON OR BEFORE [REDACTED].

ILYM GROUP, INC. Re: <i>Aidee Fabian v. Fruth Custom Plastics, Inc.</i> 2832 Walnut Avenue, Suite C, Tustin, California 92780 or e-mail at (INSERT)@ILYMGROUP.com

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT.

I confirm that I was employed by and performed work for Fruth Custom Plastics, Inc., as a non-exempt, hourly employee in California between June 21, 2020, through September 30, 2025. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed class action portion of the Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the class action portion of the Settlement, and will not be bound by the class action portion of the Settlement. I understand that if I am an Aggrieved Employee as defined by the Settlement, I will still receive my share of the PAGA portion of the Settlement, and that I will be bound by the PAGA release in the Settlement notwithstanding this request for exclusion.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security Numbers)

***AIDEE FABIAN V. FRUTH CUSTOM PLASTICS, INC., SUPERIOR COURT OF THE
STATE OF CALIFORNIA FOR THE COUNTY OF ORANGE, CASE NUMBER: 30-
2024-01408686-CU-OE-CXC***

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN xxx.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT

If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive an Individual Settlement Payment you do so in exchange for a release of the released claims as more fully discussed below.

If you wish to Object to the Settlement you can appear at the Final Approval Hearing and make an oral objection, or you can make a written objection. If you wish to object in writing, you must mail the written objection to ILYM Group, Inc. at 2832 Walnut Avenue, Suite C, Tustin, California 92780, or e-mail the written objection to (INSERT)@ILYMGROUP.com. The written objection should contain the following: (a) your full name and, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) your signature. In order to be timely, the written objection must be postmarked, or e-mailed, on or before . Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You can appear in person at the Final Approval Hearing set for , 2026 at in Dept. CX102 of the Orange County Superior Court – Civil Complex Center and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your full name and current address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Fruth Custom Plastics, Inc., and Class Counsel will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(Signature)

(Typed or Print Name)

(Employee ID or Last Four Numbers of Social Security Number)

(Address)

If you wish to object to the Settlement, you must mail your Objection by , 2026 to:

ILYM GROUP, INC. Re: <i>Aidee Fabian v. Fruth Custom Plastics, Inc.</i> 2832 Walnut Avenue, Suite C, Tustin, California 92780 or e-mail at (INSERT)@ILYMGROUP.com
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