CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Eric Loveng ("Plaintiff") and Defendant Orange Corrosion Services, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Eric Loveng v. Orange Corrosion Services, Inc.*, Case No. 24STCV13607, initiated on May 30, 2024 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" means all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.

1.5. "Class" means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

1.6. "Class Counsel" means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Ian T. Mallery of Haines Law Group, APC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, Social Security numbers, credit reports, LinkedIn and Facebook.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

1.13. "Class Period" means the period of time from May 30, 2020, to August 25, 2025.

1.14. "Class Representative" means Plaintiff Eric Loveng, who will seek Court approval to serve as a Class Representative.

1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

1.16. "Court" means the Superior Court of California, County of Los Angeles.

1.17. "Defendant" means Orange Corrosion Services, Inc.

1.18. "Defense Counsel" means Jannine E. Kranz of Littler Mendelson P.C.

1.19. "Effective Date" means the date by which all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defendant fully funds the Gross Settlement Amount. The Judgment is final as of the day after the last date to file a notice of appeal from the Judgment under California Rules of Court, rule 8.104, and no appeal is filed; or, if an appeal is filed, as of the day after the appeal is finally resolved and the time to seek further review expires, with the Judgment affirmed and no further review pending.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. "Gross Settlement Amount" means Five Hundred Ten Thousand Dollars ($510,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in the Escalator Clause below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the Participating Class Member's number of Workweeks worked during the Class Period relative to the total number of Workweeks of Participating Class Members worked during the Class Period.

1.24. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period relative to the total number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to PAGA civil penalties, under Labor Code section 2699, former subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, former subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.30. "Operative Complaint" means the First Amended Complaint filed in the Action on August 5, 2024.

1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. "PAGA Period" means the period of time from May 30, 2023 to August 25, 2025.

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

1.34. "PAGA Notice" means the Plaintiff's May 30, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37. "Plaintiff" means Eric Loveng, the named plaintiff in the Action.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Action, or in the PAGA Notice which occurred during the Class Period during employment in a non-exempt position in California, including any claims for (1) Failure To Pay All Overtime Wages [Labor Code §§ 204, 510, 558, 1194, 1198, and IWC Wage Order 16]; (2) Failure To Pay Minimum Wages [Labor Code §§ 1182.12, 1194, 1194.2, 1197, and IWC Wage Order 16]; (3) Meal Period Violations [Labor Code §§ 226.7, 512, 558, and IWC Wage Order 16]; (4) Rest Period Violations [Labor Code §§ 226.7, 516, 558, and IWC Wage Order 16]; (5) Failure To Reimburse Necessary Business Expenses [Labor Code §§ 2802, 2804]; (6) Wage Statement Violations [Labor Code § 226 *et seq*]; and (7) Unfair Competition [Business and Professions Code § 17200 *et seq*]. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

1.40. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California, including penalties predicated on the underlying alleged violations for: (1) Failure To Pay All Overtime Wages [Labor Code §§ 204, 510, 558, 1194, 1198, and IWC Wage Order 16]; (2) Failure To Pay Minimum Wages [Labor Code §§ 1182.12, 1194, 1194.2, 1197, and IWC Wage Order 16]; (3) Meal Period Violations [Labor Code §§ 226.7, 512, 558, and IWC Wage Order 16]; (4) Rest Period Violations [Labor Code §§ 226.7, 516, 558, and IWC Wage Order 16]; (5) Failure To Reimburse Necessary Business Expenses [Labor Code §§ 2802, 2804]; (6) Wage Statement Violations [Labor Code § 226 *et seq*]; and (7) Unfair Competition [Business and Professions Code § 17200 *et seq*]. The Released PAGA Claims do not release any other claims, including individual claims for wages, claims for wrongful termination, discrimination, unemployment insurance, disability and workers' compensation, and claims outside of the PAGA Period.

1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packets to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days after the Response Deadline.

1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On May 30, 2024, Plaintiff filed a complaint against Defendant in the Action. Plaintiff's complaint in the Action asserted claims that Defendant: (1) failed to pay all overtime wages; (2) failed to pay minimum wages; (3) failed to provide compliant meal periods; (4) failed to authorize and permit rest periods; (5) failed to reimburse necessary business expenses; (6) failed to provide compliant wage statements; and (7) engaged in unfair competition.

2.2. On August 5, 2024, Plaintiff filed the operative First Amended Complaint adding a cause of action for civil penalties under the Private Attorneys General Act ("PAGA") (Labor Code § 2698 *et seq*.) based on the underlying Labor Code violations alleged in the Action. The First Amended Complaint is the Operative Complaint in the Action.

2.3. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.4. On March 31, 2025, the Parties participated in an all-day mediation presided over by Steve Mehta, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, and pursuant to a mediator's proposal, the Parties, through their respective counsel, agreed to settle the Action.

2.5. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.8. On May 21, 2026, the Parties separately entered into a Confidential Settlement and Release Agreement based on the Parties' mutual agreement to end Plaintiff's employment with Defendant on May 18, 2026.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by the Escalator Clause below, Defendant promises to pay $510,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $178,500, and a Class Counsel Litigation Expenses Payment of not more than $50,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $7,575 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less than this amount, or the Court approves payment of less than this amount, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000 to be paid from the Gross Settlement Amount, with 75% ($37,500) allocated to the LWDA PAGA Payment and 25% ($12,500) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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

i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

4.1. Class Workweeks. Based on its records, Defendant represented that the Class consists of approximately 225 Class Members who collectively worked a total of approximately 19,318 Workweeks.

4.2. Class Data. Not later than 10 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant will pay the Gross Settlement Amount in 18 monthly installments to the Qualified Settlement Fund, with 17 installments of $28,333.33 and a final installment of $28,333.39 plus the employer payroll taxes, to be held in trust by the Administrator. The first installment is due five business days after the Judgment is final, as set forth in § 1.19 of this Agreement. Defendant's full payment of all installment payments is a condition precedent to both the Effective Date and the enforceability of any release under this Agreement.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 10 business days after Defendant has completed funding the Gross Settlement Amount as set forth in Section 4.3, the Administrator will mail checks for all Individual

Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund. These funds will not be distributed until directed by the Court.

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

6. **RELEASE OF CLAIMS.** On the Effective Date (which only occurs after Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments), Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, heirs, and assigns generally release and discharge Released Parties from any and all claims and potential claims that may legally be waived by private agreement, whether known or unknown, which Plaintiff has asserted or could assert against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date Plaintiff signs this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. The LWDA, and all Aggrieved Employees, regardless of whether they opt out of the Settlement, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. Aggrieved Employees will not be provided the opportunity to opt out of this PAGA Release of Claims. The period of the PAGA Release of Claims will mirror the PAGA Period.

7. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions. Before filing the motion, Class Counsel shall send Defendant's counsel a draft of the Motion for Preliminary Approval and supporting papers at least 7 days before filing the motion for review and input. Class Counsel shall file the Motion for Preliminary Approval no later than 30 days after Class Counsel has received a copy of the fully-executed Agreement.

7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; (iv) a signed declaration from Plaintiff confirming his willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (including the initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), and this Agreement (Labor Code section 2699, subd. (s)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, if any. In their Declarations, Plaintiff's and Class Counsel's Declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

(a) Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. Before mailing the Class Notice Packets, the Administrator will calculate the total number of Workweeks and PAGA Pay Periods reflected in the Class Data and report those totals to Class Counsel and Defense Counsel. The Administrator will not mail the Class Notice Packets until either Defendant confirms that it will not exercise any option under the Escalator Clause, or Defendant's deadline to make an election under the Escalator Clause expires.

(b) Any Class Notice Packet returned to the Administrator as undeliverable on or before the Response Deadline will be re-mailed to the forwarding address, if one is provided. If no forwarding address is available, the Administrator will make reasonable efforts, including a skip trace, to obtain an updated mailing address within five business days of receipt. If a new address is identified, the Class Notice Packet will be re-mailed immediately, and in any event within five business days of obtaining the updated address. The address identified by the Administrator as current will be presumed to be the best mailing address for the Class Member.

(c) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(d) If the Administrator, the Parties, Defense Counsel, or Class Counsel are contacted by, or otherwise discover, any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than 14 days after receipt of the Class Notice, or the deadlines in the Class Notice, whichever is later.

8.5. Requests for Exclusion (Opt-Outs).

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

(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases as defined in this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in the Released PAGA Claims as defined in this Agreement and will receive an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail, and by providing supporting documentation or a written explanation supporting contrary information. Upon receiving a challenge, the Administrator will confer with the Parties to determine whether an adjustment is warranted. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator will determine the allocation of Workweeks and/or PAGA Pay Periods in accordance with this Agreement. The Administrator shall promptly provide copies of all challenges and supporting documentation to Defense Counsel and Class Counsel, and shall inform the Parties of the Administrator's determination. To the extent any Class Member contests the Administrator's determination, the Class Member can raise his or her challenges or objections to the Court at the final approval hearing.

8.7. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List").

(c) Workweek and/or Pay Period Challenges. The Administrator must encourage the challenging Class Member to submit supporting documentation. Upon receiving a challenge, the Administrator will confer with the Parties to determine whether an adjustment is warranted and the Administrator will make a determination consistent with the terms of this Agreement. The Administrator shall promptly provide copies of all challenges and supporting documentation to Defense Counsel and Class Counsel, and shall inform the Parties of the Administrator's determination. To the extent any Class Member contests the Administrator's determination, the Class Member can raise his or her challenges or objections to the Court at the final approval hearing.

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

(e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid and invalid), the number of written objections received, and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. Defendant represents that the Class consists of approximately 225 Class Members who collectively worked an estimated 19,318 Workweeks during the Class Period. If the final number of Workweeks reported by the Administrator equals or exceeds 21,250 Workweeks, Defendant will have the option to either (a) limit the Class Period and PAGA Period so that the release does not extend beyond the earliest date on which cumulative Workweeks first reached 21,250, or (b) increase the Gross Settlement Amount by $26.40 for each Workweek above 21,250. Defendant must notify Class Counsel of its election within 14 calendar days of receiving the final counts from the Administrator. If Defendant does not communicate an election within that period, the Class Period and PAGA Period will automatically be limited as provided in subsection (a).

10. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. **MOTION FOR FINAL APPROVAL**. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Enforcement Action. If any Party initiates a legal action or other proceeding to enforce or interpret this Agreement, the successful Party will be entitled to recover reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with the action.

11.5. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel, separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement other than the Administrator or except to respond that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant.

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

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

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

To Plaintiff and the Class:

Fletcher W. Schmidt, Esq.
Andrew J. Rowbotham, Esq.
Ian T. Mallery, Esq.
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, CA 90245
Tel.: 424.292.2350
Fax: 424.292.2355
E-Mail: fschmidt@haineslawgroup.com
arowbotham@haineslawgroup.com
imallery@haineslawgroup.com

To Defendant:

Jannine E. Kranz
Littler Mendelson P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107
Telephone: 310.553.0308
Facsimile: 800.715.1330
E-Mail: jkranz@littler.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the date of the mediator's proposal on August 25, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ___________ ________________________________
Plaintiff Eric Loveng

Dated: 5/21/2026 ________________________________
Jose O Castellanos [name]
For Defendant Orange Corrosion Services, Inc.

Dated: ___________ ________________________________
Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Ian T. Mallery
Haines Law Group, APC
Attorneys for Plaintiff

Dated: 5/21/2026 ________________________________
Jannine E. Kranz
Littler Mendelson P.C.
Attorney for Defendant

exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the date of the mediator's proposal on August 25, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/26

Eric Loveng (May 21, 2026 13:48:34 PDT)
Plaintiff Eric Loveng

Dated: ___________

____
__________________________[name]
For Defendant Orange Corrosion Services, Inc.

Dated: 5/21/2026

____
Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Ian T. Mallery
Haines Law Group, APC
Attorneys for Plaintiff

Dated: ___________

____
Jannine E. Kranz
Littler Mendelson P.C.
Attorney for Defendant

EXHIBIT A

[CLASS NOTICE]

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Eric Loveng v. Orange Corrosion Services, Inc.
(Los Angeles County Superior Court, Case No. 24STCV13607)

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

You may be eligible to receive money from the settlement of a class action and PAGA lawsuit ("Settlement") entitled *Eric Loveng v. Orange Corrosion Services, Inc*., filed by named plaintiff Eric Loveng ("Plaintiff") for alleged violations of the California Labor Code (the "Action") against Orange Corrosion Services, Inc. ("Defendant"). Plaintiff and Defendant are collectively referred to as the "Parties."

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest, and attorneys' fees on behalf of all Class Members, defined as all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time from May 30, 2020, through August 25, 2025 (the "Class Period"); and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, defined as all individuals who were employed by Defendant in California and classified as non-exempt employees at any time from May 30, 2023, to August 25, 2025 (the "PAGA Period"). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all aggrieved employees for alleged violations of the Labor Code. Any payment for PAGA penalties will be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties rather than wages.

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

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Calculations and Data Points for Estimated Individual Class Payment	
Workweeks Worked During Class Period	***Estimated* Individual Class Payment**
INSERT	INSERT

Calculations and Data Points for Estimated Individual PAGA Payment	
PAGA Pay Periods Worked During PAGA Period	***Estimated* Individual PAGA Payment**
INSERT	INSERT

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

In preliminarily approving the proposed Settlement and approving this notice, the Court determined only that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel").

The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required. If the Court finally approves the Settlement and Defendant fully funds the Gross Settlement Amount, you will automatically receive any Individual Class Payment and/or Individual PAGA Payment owed to you. You will be bound by the terms of the Settlement Agreement and, if you are a Participating Class Member, will give up your right to sue on the Released Class Claims described in Section 3 below. If you are an Aggrieved Employee, you will also release the Released PAGA Claims described in Section 3 below, whether or not you opt out of the Class Settlement. ***Defendant will not retaliate against you for participating or not participating in this Settlement.***
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may opt out of the settlement of the Released Class Claims. To opt out, you must submit a signed written Request for Exclusion by [DATE]. See Section 6 below for more details. If you opt out, you will no longer be a Participating Class Member, and you will (1) not receive an Individual Class Payment, but you will have the right to individually pursue the Released Class Claims described below, subject to applicable statutes of limitations; and (2) be barred from objecting to the class action components of the Settlement. You cannot opt out of the PAGA portion of the proposed Settlement. See Section 6 of this notice.
OBJECT	If you decide to object to the class action components of the proposed Settlement because you find them unfair or unreasonable, you may submit a written objection stating why you object to the Settlement by [DATE]. See Section 7 for more details. In the alternative, or in addition, you may object verbally at the Final Approval Hearing.
DISPUTE THE NUMBER OF WEEKS WORKED AND/OR NUMBER OF PAY PERIODS	If you believe the number of Workweeks and/or PAGA Pay Periods credited to you in the charts above is incorrect, you may submit a dispute and any supporting documentation or written explanation to Apex Class Action LLC (the "Administrator"), a third party responsible for sending this notice. See Section 4 for more details. Defendant's records will be presumed correct, but you may provide evidence or a written explanation to the Administrator showing how many Workweeks and/or PAGA Pay Periods you believe you should be credited, and the Administrator will consider your submission and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE **TIME: TIME**	The Court's Final Approval Hearing is scheduled to take place on [DATE]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See **Section 8** of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendant violated California labor laws due to the alleged failure to pay all wages, failure to pay all overtime wages, failure to provide all meal periods and rest periods, failure to fully reimburse all work expenses, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendant denies violating any laws and denies that it failed to pay any wages. Defendant contends it complied with all applicable laws.

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

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

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

The Court did not decide whether Defendant or Plaintiff is correct on the merits. The Court determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination regarding the proposed Settlement will be made at the Final Approval Hearing. The Court preliminarily approved the proposed Settlement, authorized this notice, and scheduled a hearing to determine Final Approval.

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

1. <u>The Gross Settlement Amount</u>. Defendant has agreed to pay a Gross Settlement Amount of $510,000.00 (the "GSA"), subject to any increase required by the Settlement Agreement's Escalator Clause. The GSA is an all-in amount, with no reversion to Defendant, excluding employer-side payroll taxes on the wage portion of the Individual Class Payments, which Defendant will separately pay. The Administrator will use the GSA to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Assuming the Court grants Final Approval and the Judgment becomes final, Defendant will fund the GSA in 18 monthly installments. The first installment is due five business days after the Judgment is final. The Administrator will mail checks within 10 business days after Defendant completes funding the GSA. The Judgment will be final after the deadline to appeal passes and no appeal is filed, or if an appeal is filed, after the appeal is finally resolved and the time to seek further review expires.

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

A. Up to thirty-five percent (35%) of the Gross Settlement Amount to Class Counsel for attorneys' fees ($178,500.00), plus reasonable costs and expenses actually incurred in the Action, not to exceed $50,000.00. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to $7,500.00 to the Class Representative as a Service Payment for initiating the Action, working with Class Counsel, representing the Class, undertaking the risk of liability for Defendant's expenses, and providing a general release. The Service Payment will be the only money Plaintiff will receive other than the Individual Class Payment and any Individual PAGA Payment.

C. Up to $7,575 to the Administrator for services administering the Settlement.

D. $50,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

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

3. <u>Net Settlement Distributed to Class Members</u>. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remaining amount (the "Net Settlement Amount") by making Individual

Class Payments to Participating Class Members based on each Participating Class Member's pro rata share of total Workweeks worked by Participating Class Members during the Class Period.

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"), which will be 180 days after the check is mailed. If your check is not cashed within 120 days after its last mailing, the Administrator will send you a notice reminding you to cash it by the void date and offering to replace it if it was lost or misplaced. If you do not cash the check by the void date, your check will be cancelled, and the money represented by the check will be transmitted to the California Controller's Unclaimed Property Fund. You will still be bound by the Judgment, even if you do not cash your check.

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

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

8. Administrator. The Court has appointed Apex Class Action LLC as the Administrator to send this notice, calculate and make payments, process requests for exclusion and objections, resolve disputes over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this notice.

9. Participating Class Members' Release. After the Effective Date, which only occurs after Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you validly opt out of the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties based on the Released Class Claims. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint filed in the Action on August 5, 2024 (the "Operative Complaint") or in the PAGA Notice, which occurred during the Class Period during employment in a non-exempt position in California, including any claims for: (1) Failure To Pay All Overtime Wages [Labor Code §§ 204, 510, 558, 1194, 1198, and IWC Wage Order 16]; (2) Failure To Pay Minimum Wages [Labor Code §§ 1182.12, 1194, 1194.2, 1197, and IWC Wage Order 16]; (3) Meal Period Violations [Labor Code §§ 226.7, 512, 558, and IWC Wage Order 16]; (4) Rest Period Violations [Labor Code §§ 226.7, 516, 558, and IWC Wage Order 16]; (5) Failure To Reimburse Necessary Business Expenses [Labor Code §§ 2802, 2804]; (6) Wage Statement Violations [Labor Code § 226 et seq.]; and (7) Unfair Competition [Business and Professions Code § 17200 et seq.]. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period (the "Released Class Claims").

10. Released PAGA Claims. The LWDA and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California, including penalties predicated on the underlying alleged violations for: (1) Failure To Pay All Overtime Wages [Labor Code §§ 204, 510, 558, 1194, 1198, and IWC Wage Order 16]; (2) Failure To Pay Minimum Wages [Labor Code §§ 1182.12, 1194, 1194.2, 1197, and IWC Wage Order 16]; (3) Meal Period Violations [Labor Code §§ 226.7, 512, 558, and IWC Wage Order 16]; (4) Rest Period Violations [Labor Code §§ 226.7, 516, 558, and IWC Wage Order 16]; (5) Failure To Reimburse Necessary Business Expenses [Labor Code §§ 2802, 2804]; (6) Wage Statement Violations [Labor Code § 226 et seq.]; and (7) Unfair Competition [Business and Professions Code § 17200 et seq.] ("Released PAGA Claims"). The Released PAGA Claims do not release any other claims, including individual claims for wages, claims for wrongful termination, discrimination, unemployment insurance, disability and workers' compensation, and claims outside the PAGA Period.

4. HOW WILL MY INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT BE CALCULATED?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties ($12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Workweeks and/or PAGA Pay Periods. The number of Workweeks during the Class Period and PAGA Pay Periods during the PAGA Period credited to you, as recorded in Defendant's records, are stated in the tables on page 1 of this notice. You have until DATE (the "Response Deadline") to dispute the number of Workweeks and/or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. If your Class Notice is re-mailed after being returned undeliverable, your deadline to dispute the number of Workweeks and/or PAGA Pay Periods credited to you will be extended by 14 calendar days. Section 9 of this notice has the Administrator's contact information. You should support your dispute by sending copies of pay stubs or other records or by providing a written explanation. You should send copies rather than originals because the documents will not be returned to you. The Administrator will confer with the Parties to determine whether an adjustment is warranted. In the absence of contrary documentation, the Administrator may presume that the Workweeks and/or PAGA Pay Periods stated in this notice are correct so long as they are consistent with Defendant's records. To the extent you contest the Administrator's final determination, you can raise your challenges or objections to the Court at the Final Approval Hearing.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send checks by U.S. Mail. Participating Class Members will receive their Individual Class Payments. Aggrieved Employees will receive their Individual PAGA Payments. If you are both a Participating Class Member and an Aggrieved Employee, the Administrator may send you a single check combining both payments.

2. Non-Participating Class Members/Aggrieved Employees Only. If you opt out of the Class Settlement but qualify as an Aggrieved Employee, the Administrator will send you an Individual PAGA Payment check by U.S. Mail. You

will not receive an Individual Class Payment.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this notice has the Administrator's contact information.

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

You will be treated as a Participating Class Member unless you opt out of the Class Settlement by the Response Deadline. To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion by the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). A Request for Exclusion is a letter from you or your representative that reasonably communicates your election to be excluded from the Class Settlement and includes your name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. If your Class Notice is re-mailed after being returned undeliverable, your deadline to submit a Request for Exclusion will be extended by 14 calendar days.

If you submit a timely and valid Request for Exclusion, you will be a Non-Participating Class Member. You will not receive an Individual Class Payment and will not have the right to object to the class action components of the Settlement. You will preserve the right to pursue the Released Class Claims, subject to applicable statutes of limitations, and you will not be bound by the Judgment as to the Released Class Claims.

You cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class Settlement remain eligible to receive an Individual PAGA Payment if they qualify as Aggrieved Employees, and they will still release the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the class action components of the Settlement and/or this Agreement, including the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and/or Class Representative Service Payment. If you wish to object, you may send a written objection to the Administrator by fax, email, or mail by the Response Deadline. You may include any evidence or supporting documentation. In the alternative, or in addition to a written objection, you may appear in Court, or hire an attorney to appear in Court at your own expense, to present verbal objections at the Final Approval Hearing. If you submit both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8. WHEN IS THE FINAL APPROVAL HEARING?

On __________________, ______, at _____ a.m./p.m., the Court will hold a hearing in Department 11 of the Superior Court for the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012, for the purpose of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for a Service Payment. This hearing may be continued or rescheduled by the Court. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

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

This notice is only a summary. For more detailed information, you may review the Settlement Agreement containing the complete terms of the proposed Settlement, which is on file with the Court and available on the Administrator's website. You may also inspect the Settlement Agreement at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012. You may also review the pleadings, records, and other papers on file in this lawsuit online at https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access. To access the case file, click on "Case Number Search," create a free online account, type in the case number (24STCV13607), and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

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

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT
The contact information for Class Counsel and the Administrator is below:

Class Counsel	Administrator
Paul K. Haines (phaines@haineslawgroup.com) Fletcher W. Schmidt (fschmidt@haineslawgroup.com) Andrew J. Rowbotham (arowbotham@haineslawgroup.com) Haines Law Group, APC 2155 Campus Drive, Suite 180 El Segundo, CA 90245 Tel: (424) 292-2350	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is not cashed within 120 days after its last mailing, the Administrator will send you a notice reminding you to cash it by the void date. If your check is already void, the money represented by the check will be transmitted to the California Controller's Unclaimed Property Fund, and you should consult the Fund's rules for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

4905-7769-2782