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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JUAN FLORES-PAULET, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

WESTERN PRECOOLING SYSTEMS, a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 2024CUOE025787

*[Case assigned for all purposes to the Hon.
Dana K. Caudill, Dept. 21]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 15, 2025
Time: 8:30 a.m.
Dept.: 21

Complaint Filed: June 11, 2024
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Juan Flores-Paulet (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter.
4 I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
27 (40) active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-
26 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable
27 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage
28 statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*,

Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case, and I believe that the proposed Settlement is a favorable result for the Settlement Class.

8. In business for 70 years, Defendant Western Precooling Systems (“WPS”) provides precooling processes and systems to the agricultural industry.

9. On June 11, 2024, Plaintiff filed his Complaint in Ventura County Superior Court, alleging several wage and hour violations. On June 11, 2024, Plaintiff also sent his PAGA notice letter to the Labor and Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s June 11, 2024 LWDA Letter. On August 16, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”) alleging: (i) minimum wage violations; (ii) failure to pay all overtime wages; (iii) meal period violations; (iv) rest period violations; (v) failure to reimburse all necessary business expenditures; (vi) wage statement violations; (vii) waiting time penalties; (viii) unfair competition in violation of California Business & Professions Code § 17200 *et seq.*; and (ix) civil penalties under the PAGA.

10. In connection with mediation, WPS provided my office with time and pay records for *all* Class Members. WPS also provided employee handbooks utilized during the Class Period, along with data points such as the total number of Class Members, number of aggregate workweeks worked by its Class Members, total number of Class Members who worked during

the PAGA Period, and aggregate pay periods worked during the PAGA Period. Plaintiff reviewed and conducted a comprehensive analysis of the payroll and timekeeping data produced by WPS to create a detailed exposure analysis for all claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and WPS' potential defenses.

11. On February 27, 2025, the Parties participated in a full-day mediation with Henry J. Bongiovi, Esq., a respected wage and hour class action mediator. The Parties vigorously debated their opposing legal positions, the likelihood of class certification, and the legal basis for the claims and defenses. At the conclusion of mediation, Mr. Bongiovi issued a mediator's proposal, which was accepted by the Parties. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement Agreement now before the court. A true and correct copy of the Class Action and PAGA Settlement and Release Agreement is attached hereto as **Exhibit 1**. The proposed Class Notice is attached as **Exhibit A** to the Settlement Agreement.

12. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount:	\$375,000.00
• Minus Court-approved attorneys' fees:	\$125,000.00
• Minus Court-approved verified costs (up to):	\$20,000.00
• Minus Court-approved Service Payment:	\$5,000.00
• Minus amount set aside as PAGA penalties:	\$15,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$6,500.00</u>
Net Settlement Amount:	\$203,500.00
• PLUS 25% "PAGA Payment" to Aggrieved Employees:	\$3,750.00
Total Amount Paid:	\$207,250.00

13. According to WPS, there are approximately 170 Class Members. Therefore, the average Individual Class Payment from the Net Settlement Amount is projected to be approximately \$1,197.06. There are approximately 114 Aggrieved Employees who worked for WPS during the PAGA Period. Thus, each Aggrieved Employee will receive an average of approximately \$32.89 from the PAGA Amount.

14. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff alleges that he and other Class Members were not authorized and permitted to take all off-duty rest periods,

1 including second rest periods on shifts of 6.0 – 10.0 hours or third rest periods on shifts of 10.0 –
2 11.99 hours in duration. Based on Plaintiff’s analysis and extrapolation of WPS’ timekeeping
3 records, Plaintiff estimates that WPS failed to authorize and permit compliant rest periods on
4 approximately 77% of all 97,320 rest period eligible shifts. Therefore, Plaintiff estimates WPS’
5 maximum potential exposure for rest period violations at approximately \$1,719,032 (74,936 rest
6 period violations * \$22.94 average premium). WPS counters that it has maintained compliant
7 written rest period policies throughout the Class Period and has always authorized and permitted
8 employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as
9 required under the Wage Order, and that any failure to take rest periods was a result of employee
10 choice, rather than any WPS policy and/or practice. WPS also argues that Plaintiff’s rest period
11 claim is not amenable to class treatment, since individual inquiries would be required as to why
12 a rest period was not provided on a particular work day. Given these defenses, Plaintiff discounted
13 this maximum amount by 55% for risk of non-certification, and an additional 70% for a risk of
14 being unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an
15 estimated realistic exposure of approximately \$232,069.

16 15. Plaintiff alleges that WPS’s timekeeping policies and/or practices resulted in
17 Plaintiff and other non-exempt employees not being compensated for all hours actually worked.
18 Plaintiff alleges that some Class Members did not record their meal period and WPS automatically
19 deducted thirty (30) minutes for a purported meal period even though employees did not always
20 receive a compliant thirty (30) minute off-duty meal period, resulting in unpaid wages as these
21 Class Members were working off the clock. Plaintiff estimated that the failure to compensate
22 employees for all off-the-clock work resulted in 3,650 hours of unpaid work. Because employees
23 generally worked shifts of at least eight (8) hours, Plaintiff contends that these unpaid wages must
24 be paid at an overtime rate of pay. Therefore, Plaintiff estimates WPS’ maximum exposure for
25 this claim at approximately \$125,597 (3,650 unpaid hours * \$34.41 average overtime rate of pay).
26 However, WPS counters its timekeeping policies/practices complied with California law and that
27 it has always properly compensated Class Members for all hours worked during the Class Period.
28 WPS further contends that Class Members did not work off-the-clock during meal periods and

1 that its policies specifically disavow such off-the-clock work. WPS further argues that Plaintiff's
2 off-the-clock claim is not appropriate for class treatment. Based on these defenses, Plaintiff
3 discounted the estimated maximum amount by 70% for risk of non-certification, and by an
4 additional 70% to account for risk of losing on the merits or failure to recover the maximal amount
5 sought, to arrive at an estimated exposure of approximately \$11,304.

6 16. Plaintiff alleges WPS failed to provide legally compliant first meal periods, as non-
7 exempt employees were not always provided with timely, duty-free, and uninterrupted 30-minute
8 meal periods commencing before the end of the fifth hour of work. Plaintiff estimated that WPS
9 automatically deducted thirty (30) minutes from employees' daily total hours worked on
10 approximately 15% of all 97,320 shifts with an eligible first meal period, resulting in
11 approximately 14,598 shifts with a potential first meal period violation. Therefore, Plaintiff
12 estimates WPS' maximum exposure for first meal period violations at approximately \$334,878
13 (14,598 non-compliant first meal periods * \$22.94 average meal period premium). WPS counters
14 that it maintained compliant written meal period policies throughout the Class Period and has
15 always provided compliant meal periods in line with those policies. WPS further contends that it
16 always *provides* employees the opportunity to take meal periods and is not required to *ensure*
17 they are taken. Thus, WPS argues that any missed, late or short meal periods resulted from lawful
18 employee choice rather than any policy and/or practice of WPS. Finally, WPS argues that these
19 claims are not suited for class treatment, as individual inquiries would be needed to assess which
20 employees took non-compliant meal periods or missed meal periods, how many meal periods
21 were non-compliant or missed, and the reasons why a particular employee did not take a
22 compliant meal period on a particular shift. Based on these defenses, Plaintiff discounted the
23 maximum amount by 60% for risk of non-certification, and an additional 65% for risk of losing
24 on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of
25 approximately \$46,883.

26 17. Plaintiff further alleges that Class Members were often not provided with second
27 meal periods when they worked shifts in excess of 10.0 hours in a workday. Plaintiff's analysis
28 of the timekeeping data showed that during the Class Period, there were approximately 17,843

1 shifts worked in excess of 10.0 hours where a second meal period violation occurred. Therefore,
2 Plaintiff calculates WPS' maximum exposure for second meal period violations at approximately
3 \$409,318 (17,843 second meal period violations * \$22.94 meal period premium). WPS maintains
4 that employees voluntarily waived their second meal period when they worked shifts in excess of
5 10.0 hours (but less than 12.0 hours), as they are entitled to do under Labor Code § 512. As with
6 Plaintiff's claims regarding first meal violations, WPS argues that Plaintiff's second meal period
7 claims are not suited for class treatment, as individual inquiries would be needed to assess which
8 employees took non-compliant meal periods or missed meal periods, how many meal periods
9 were non-compliant or missed, the reasons why a particular employee did not take a compliant
10 meal period on a particular shift, and whether there was a valid waiver. In light of these risks,
11 Plaintiff discounted the maximum amount that the class could potentially recover by 65% for a
12 risk of non-certification, and an additional 70% for a risk of losing on the merits, or having
13 exposure reduced due to WPS' waiver arguments, to arrive at estimated exposure of
14 approximately \$42,978.

15 18. Plaintiff alleges that WPS required Plaintiff and other non-exempt employees to
16 use their personal cellular phones to perform essential job duties without reimbursement, in
17 violation of Labor Code § 2802(a). Using a conservative estimate of \$5 per week in reasonable
18 work-related personal cellular phone use, Plaintiff calculates WPS' maximum exposure for this
19 claim at approximately \$97,320 (\$5.00/week * 19,464 weeks). WPS maintains that Class
20 Members were not required to use their personal cellular phones as part of their job. WPS further
21 argues that any expenses incurred by Class Members were extremely minimal. WPS further
22 contends that this claim would require individual inquiries into whether Class Members actually
23 used their personal cellular phones for work purposes, how much expense they incurred, whether
24 they submitted a request for reimbursement, and the reasonableness of that expense, thus
25 precluding class certification. Based on these defenses, Plaintiff discounted the estimated
26 maximum amount by 65% for risk of non-certification, and by an additional 70% to account for
27 risk of losing on the merits or failure to recover the maximal amount sought, to arrive at an
28 estimated exposure of approximately \$10,219.

1 19. Plaintiff alleges that WPS failed to pay all overtime wages owed by not including
2 the value of all non-discretionary remuneration, such as payments that appeared as “Bonus” on
3 pay checks, into the “regular rate” of pay. Based on Plaintiff’s review of the payroll records,
4 Plaintiff estimates the maximum total underpayment of overtime wages due to the alleged regular
5 rate miscalculations to be approximately \$29,454. However, WPS argues that it properly included
6 all forms of remuneration when calculating the regular rate of pay, and therefore, paid all overtime
7 wages to Class Members. WPS further argues that the bonus payments were discretionary, and
8 that Class Members received different bonuses during the Class Period, creating substantive
9 differences among the Class Members with respect to the incentives received, making class
10 certification unlikely. In light of these defenses, Plaintiff discounted the maximum exposure by
11 30% for the risk of non-certification, and an additional 50% for risk of losing on the merits, and/or
12 not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
13 \$10,309.

14 20. As a result of the unpaid wages and unpaid meal and rest period premium wages
15 described above, Plaintiff alleges that WPS is liable for wage statement penalties. Those penalties
16 are calculated as \$50 for each “initial” violation and \$100 for each “subsequent” violation, with
17 a maximum of \$4,000 per employee. Plaintiff’s analysis reflected that there were approximately
18 114 unique employees and approximately 5,862 pay periods worked during the liability period
19 applicable to Plaintiff’s wage statement claim. Utilizing the “initial” and “subsequent” violations
20 rates resulted in a number greater than the \$4,000 cap per employee. Therefore, Plaintiff
21 calculated WPS’ maximum wage statement exposure at approximately \$456,000 (114 employees
22 * \$4,000 maximum penalty). However, WPS argues any alleged wage statement violations were
23 not “knowing and intentional,” and Plaintiff cannot show he or other employees “suffer[ed]
24 injury” due to the alleged wage statement violations, as required by Labor Code § 226(e) for the
25 imposition of penalties. Further, WPS contends its wage statements always accurately reflected
26 hours worked and amounts paid as well as all other required information, precluding liability for
27 wage statement penalties. In light of these defenses, Plaintiff discounted the maximum exposure
28 by 60% for risk of non-certification, and by an additional 70% for risk of being unsuccessful on

1 the merits, for an estimated realistic exposure of approximately \$54,720.

2 21. As a further result of the unpaid wages and unpaid meal and rest period premium
3 wages described above, Plaintiff alleges that WPS failed to comply with its final pay obligations
4 set forth in Labor Code §§ 201-203. WPS' records reflected approximately 79 former Class
5 Members who are eligible for waiting time penalties. Based on an hourly rate of \$22.94, Plaintiff
6 estimated the average waiting time penalty per former employee to be approximately \$5,506
7 (\$22.94 * 8 hours per day * 30 days). Therefore, Plaintiff calculated WPS' maximum exposure
8 for potential waiting time penalties to be approximately \$434,974 (79 former employees * \$5,506
9 average penalty). WPS argues that it possesses strong, good-faith defenses to Plaintiff's
10 underlying claims, thus precluding recovery of waiting time penalties, which are only available
11 for the "willful" failure to pay wages. WPS further asserts that Plaintiff's waiting time penalty
12 exposure was grossly inflated as not every former employee experienced the alleged Labor Code
13 violations. To account for WPS' defenses, Plaintiff discounted the maximum exposure by 65%
14 for the risk of non-certification, and an additional 75% for the risk of losing on the merits and/or
15 not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
16 \$38,060.

17 22. As a result of the foregoing Labor Code violations, Plaintiff alleges that WPS is
18 liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure
19 of approximately \$586,200 (5,862 pay periods * \$100 "initial" penalty). However, these penalties
20 derive from the underlying wage and hour violations discussed above, which WPS disputes
21 vigorously. WPS further maintains that, given its good faith defenses, this Court would exercise
22 its discretion to substantially reduce any PAGA penalties if it were to find WPS liable for any of
23 Plaintiff's claims. Therefore, Plaintiff discounted the maximum figure by 75% for the risk of
24 losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an
25 additional 85% to account for the possibility of this Court reducing penalties to arrive at an
26 estimated exposure of approximately \$21,982.

27 23. Using these estimated figures for each of the claims described above, Plaintiff
28 predicted that the potential recovery for the Settlement Class would be approximately \$468,524.

1 The proposed Settlement of \$375,000.00 represents approximately 80% of the reasonably
2 forecasted recovery for the Settlement Class.

3 24. Although the Parties engaged in significant informal discovery prior to mediation,
4 the Parties still had significant formal discovery to complete had the matter not been settled. This
5 would have required the expenditure of substantial time and resources by both Parties that would
6 have very likely spanned several years. Even if Plaintiff were to certify the proposed classes, the
7 Parties would incur considerably more attorneys' fees and costs through a possible decertification
8 motion, trial, and possible appeal. The Settlement avoids those risks and the accompanying delay
9 and expense, and thus this factor supports preliminary approval.

10 25. My office will apply for an attorneys' fees award of one-third of the Gross
11 Settlement Amount, which is currently estimated to be \$125,000.00, and up to \$20,000.00 in
12 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
13 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
14 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
15 analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery,
16 analyzing Class Members' timekeeping and payroll records, creating a comprehensive damages
17 model, preparing for and attending mediation, negotiating and preparing the long-form Settlement
18 Agreement, preparing this Motion, and otherwise litigating the case. Class Counsel expects to
19 expend additional attorney time in attending the hearing on this Motion, overseeing the Notice
20 process and fielding questions from Class Members, preparing the final approval papers, and
21 attending the Final Approval hearing.

22 26. Plaintiff will apply for a Class Representative Service Payment at the time of
23 seeking final approval of the proposed class action settlement in the amount of \$5,000.00 for his
24 service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's
25 requested Service Payment is intended to recognize the time and effort Plaintiff expended on
26 behalf of the Settlement Class, including providing substantial factual information and documents
27 to Class Counsel, discussing the claims and theories at issue in the litigation, actively participating
28 in the prosecution of his claims, as well as the significant risks Plaintiff undertook by agreeing to

1 serve as the named plaintiff in this case, and the fact that Plaintiff agreed to a general release of
2 all claims subject to a waiver of Civil Code § 1542.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed on July 9, 2025, at El Segundo, California.

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EXHIBIT 1

Juan Flores-Paulet v. Western Precooling Systems
Ventura County Superior Court Case No. 2024CUOE025787
Class Action and PAGA Settlement and Release Agreement

This Class Action and PAGA Settlement and Release Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Juan Flores-Paulet (“Plaintiff”) and Defendant Western Precooling Systems (“WPS” or “Defendant”). The Agreement refers to Plaintiff and WPS collectively as the “Parties.”

1. DEFINITION

- 1.1. “Action” means Plaintiff’s class and representative action lawsuit alleging wage and hour violations against WPS, captioned *Juan Flores-Paulet v. Western Precooling Systems*, initiated on June 11, 2024, and pending in the Superior Court of the State of California, County of Ventura, Case No. 2024CUOE025787.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and costs incurred in the execution of its duties under this Settlement, in accordance with the Administrator’s “not to exceed” bid submitted to the Parties and approval by the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt, hourly employees of WPS who worked in California during the PAGA Period.
- 1.5. “Class Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC.
- 1.6. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees in connection with Class Counsel’s litigation and resolution of the Action.
- 1.7. “Class Counsel Litigation Costs Payment” means the amount allocated to Class Counsel for reimbursement of all actual costs incurred and to be incurred by Class Counsel in this 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, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member(s)” or “Class” means all current and former non-exempt, hourly employees of WPS who worked in California during the Class Period.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ most current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, informing Class Members of the following: the nature of the Action; a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims

being released; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval Hearing; information regarding the procedure for opting out of the Settlement; the number of Workweeks credited to each Class Member and the procedure for disputing the number of Workweeks credited; and the estimated Individual Settlement Share for the Class Member. The Class Notice will be mailed to Class Members with Spanish translation in the form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement.

- 1.12. "Class Period" means the period from June 11, 2020, through the date of Preliminary Approval.
- 1.13. "Class Representative" means Plaintiff Juan Flores-Paulet.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative in the amount of up to Five Thousand Dollars (\$5,000.00), subject to Court approval, for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Ventura.
- 1.16. "Defendant" or "WPS" means Western Precooling Systems, a California corporation.
- 1.17. "Defense Counsel" means Rafael Gonzalez and Christina Behrman of Mullen & Henzell LLP.
- 1.18. "Effective Date" means the date by when all of the following have occurred: (a) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (b) the Court has granted Preliminary Approval of the Settlement; (c) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Settlement or opt out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (e) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.
- 1.21. "Gross Settlement Amount" means Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00), which is the total amount WPS agrees to pay under the Settlement. 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 Costs Payment, Class Representative Service Payment, Administration Costs, and employment and payroll taxes (but excluding employer's share of payroll taxes for the Wage Portion of the Net Settlement Amount as described Paragraph 4.2.4.3, which will be paid by WPS separately).
- 1.22. "Individual PAGA Payment" means the 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.

- 1.23. “Individual Class Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Share, as provided in Paragraph 4.2.4.3 herein.
- 1.24. “Individual Class Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Settlement, to be calculated in accordance with Paragraph 4.2.4 herein, which is inclusive of employee’s share of taxes and withholdings with respect to the Wages Portion of the Settlement.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Order Granting Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, 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 Costs Payment, and Administration Costs. The remainder is to be distributed to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Notice of Objection” means a Class Member’s written objection to the Settlement, which should include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Notices of Objection must be timely and properly submitted to the Administrator as detailed below.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for WPS for at least one day during the PAGA Period, excluding any pay periods the Aggrieved Employee was out of work on a leave of absence or other pay periods constituting time off work.
- 1.32. “PAGA Period” means the period from June 11, 2023 through the date of Preliminary Approval.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff’s June 11, 2024 letter to California Labor & Workforce Development Agency 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, in the total amount of \$15,000, allocated 25% to the Aggrieved Employees (\$3,750) and 75% to LWDA (\$11,250) 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 from the Settlement.
- 1.37. “Plaintiff” means Juan Flores-Paulet.
- 1.38. “Preliminary Approval” means entry of the Court’s Preliminary Approval Order.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.42. “Released Parties” means Western Precooling Systems and any and all of its former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors, successors, and assigns.
- 1.43. “Request for Exclusion” means a Class Member’s timely and valid submission of a written request to be excluded from the Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement. Requests for Exclusion must be timely and properly submitted to the Administrator as detailed below.
- 1.44. “Response Deadline” means forty-five (45) calendar days after the Administrator’s initial mailing of the Class Notice to Class Members, and shall be the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to him or her. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline.
- 1.45. “Workweek” means any week in which a Class Member worked at least one day for WPS as a non-exempt, hourly employee in California during the Class Period, excluding weeks the Class Member was out of work on a leave of absence or other payroll weeks constituting time off work.

2. RECITALS

- 2.1 On June 11, 2024, Plaintiff commenced the Action by filing a Class Action Complaint, Case No. 2024CUOE025787 in Ventura County Superior Court, alleging causes of action against WPS for alleged violations of the California Labor Code, IWC Wage Orders, and violations of California Business & Professions Code § 17200, et seq. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”) and asserts claims for minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, waiting time penalties, unfair competition, and civil penalties under PAGA.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff provided written notice to WPS and the LWDA by sending the PAGA Notice.

- 2.3 WPS denies the allegations in the Operative Complaint and PAGA Notice, denies any failure to comply with the laws identified in the Operative Complaint and PAGA Notice and denies any and all liability for the causes of action alleged.
- 2.4 On February 17, 2025, the Parties participated in an all-day mediation presided over by Henry Bongiovi, Esq. (“Mediator”), a respected mediator of complex wage and hour actions, whose assistance with settlement negotiations led to this Agreement to settle the Action. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of WPS’s potential liability and exposure in relation to the costs and risks associated with continued litigation.
- 2.5 Prior to mediation, Class Counsel obtained, through informal discovery, time and payroll records and pertinent written policies. Class Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review of the documents and data, and has diligently pursued an investigation of the class claims against WPS. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement with WPS for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, the class not being certified, uncertainty associated with continued litigation, and the various defenses asserted by WPS. Class Counsel’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*”). Any disputes that may arise between the Parties in connection with effectuating the Settlement will be mediated through the Mediator.
- 2.6 The Court has not granted class certification.
- 2.7 The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by WPS. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions in the Action, as of the date on which the Settlement was reached. Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Action, and WPS will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action.
- 2.8 The Parties stipulate to the certification of the Class for purposes of settlement only.
- 2.9 The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, or if judgment thereon not become final, the Parties’ stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-settlement context in this or any other proceeding.

3. **JURISDICTION**

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, while WPS denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval and after the Court has ordered the entry of judgment, the Court will have continuing

jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement and this Agreement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

4. MONETARY TERMS.

- 4.1 Gross Settlement Amount. WPS promises to pay Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00), and no more, as the Gross Settlement Amount in consideration for the releases as described herein, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. WPS has no obligation to pay the Gross Settlement Amount or any employer payroll taxes prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to WPS.
- 4.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 4.2.1 To Plaintiff: Class Representative Service Payment to Plaintiff of not more than Five Thousand dollars and zero cents (\$5,000.00) to be paid from the Gross Settlement Amount in addition to any Individual Class Payment and any Individual PAGA Payment that he is entitled to receive as a Participating Class Member. WPS will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval for any Class Representative Service Payment with the filing of Plaintiff's Motion for Final Approval of Class Action Settlement. If the Court approves a Class Representative Service Payment less than the amount requested, the remainder shall be a part of the Net Settlement Amount for the benefit of Participating Class Members. 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.
 - 4.2.2 To Class Counsel: Class Counsel shall seek, and WPS will not oppose attorneys' fees of not more than One Hundred Twenty-Five Thousand Dollars (\$125,000.00), plus actual and reasonable costs and expenses of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00), to be paid from the Gross Settlement Amount, subject to approval by the Court. This amount set forth above will cover all fees and costs incurred to date in the Action, and all work to be performed and all fees and costs to be incurred in connection with obtaining the Court's approval of this Settlement. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Costs Payment less than the amounts requested, the remainder shall be a part of the Net Settlement Amount for the benefit of Participating Class Members. 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 Fee Payment and/or Class Counsel Litigation Costs Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Costs 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 Costs Payment and holds the Released Parties harmless, and indemnifies

the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.3 To the Administrator: The Administrator shall be Apex Class Action LLC. The Administrator shall administer the Settlement, which includes but is not limited to, distributing and responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any Notices of Objection, Requests for Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Administrator, estimated to be no more than \$6,500.00, will be paid from the Gross Settlement Amount, subject to Court approval. To the extent actual Administration Costs are greater than the estimated amount stated herein, such excess amount will be paid from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members.

4.2.4 Calculation of Individual Settlement Shares to Each Participating Class Member:

4.2.4.1 After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

4.2.4.2 After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

4.2.4.3 Tax Allocation of Individual Settlement Shares. Ten percent (10%) of each Participating Class Member's Individual Settlement Share will be allocated to settlement of disputed wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for disputed non-wage damages, reimbursements, and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Class Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer's share of taxes and contributions on the Wage Portion of Individual Settlement Shares will be paid separately by WPS and in addition to the Gross Settlement Amount. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Neither Plaintiff, Class Counsel, WPS, nor Defense Counsel are providing any advice regarding taxes or taxability.

4.2.4.4 Effect of Non-Participating Class Members on Calculation of Individual Settlement Shares. Non-Participating Class Members will not receive any

Individual Class Payments. The Administrator will retain amounts equal to their Individual Settlement Shares in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.4.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.

4.2.4.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.5.2 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.

5. SETTLEMENT FUNDING AND PAYMENTS.

- 5.1 Class Workweeks. Based on a review of its records to date, Defendant estimates there are approximately 20,000 Class Workweeks. If the number of workweeks worked during the Class Period exceeds this figure by more than 15% (i.e., if there are 23,001 or more total workweeks), WPS shall have the option to (i) end the PAGA Period as of the first date that the pay period count exceeds 23,001 pay periods, or (ii) increase the Gross Settlement Amount on a proportional basis above the 15% threshold (e.g., if there was a 18% increase in the number of total workweeks, WPS shall increase the Gross Settlement Amount by 3%).
- 5.2 Class Data. Not later than twenty (20) calendar days after the Court grants Preliminary Approval of the Settlement, WPS 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. WPS 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. Without any extension of the deadline by which WPS must send the Class Data to the Administrator, 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.
- 5.3 Funding of Gross Settlement Amount. WPS shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay WPS's share of payroll taxes, by transmitting the funds to the Administrator no later than fifteen (15) calendar days after the Effective Date.
- 5.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after WPS funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs, the Class Counsel Fees Payment, the Class Counsel Litigation

Costs Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 5.4.1 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 date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed within one hundred and eighty (180) calendar days. The Administrator will send checks for Individual Settlement 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.
- 5.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members whose checks are returned as undelivered, without a forwarding address. Within seven (7) calendar 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 Participating Class Member whose original check was lost or misplaced, as requested by the Participating Class Member prior to the void date.
- 5.4.3 For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check remains 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 in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.4.4 The Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Class Payment checks. Participating Class Members whose Individual Class Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.
- 5.4.5 The payment of Individual Class Payments shall not obligate WPS to confer any additional benefits or make any additional payments to Participating Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

Effective on the date when 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, Class Members, the State of California, and Class Counsel will be deemed to have

fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined above) as follows:

6.1 Plaintiff's Released Claims. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally and fully release and forever discharge WPS and the Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence that occurred during the Class Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice (collectively "Plaintiff's Released Claims") Plaintiff's Released Claims do 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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 agree, nonetheless, that Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Included in Plaintiff's Released Claims, 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: Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendant and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action ("the Class Released Claims"). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804, California Business and Professions Code section 17200, *et seq.*, and any IWC Wage Orders (as codified in the California Code of Regulations). The Class Released Claims include but are not limited to any and all claims involving any alleged claims for minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, waiting time penalties, and violation of California's unfair competition law based on the aforementioned claims. Except as set forth above with respect to Plaintiff, 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.

- 6.3 Release by Aggrieved Employees and the State of California: All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action ("the PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804 and any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any alleged minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, and waiting time penalties. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against WPS and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.
- 6.4 Preclusive Effect of Settlement Agreement: Upon the Effective Date and full funding of the Gross Settlement Amount, the terms of this Settlement Agreement and the Judgment are and shall be binding on Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and on the State of California, and the terms of this Settlement Agreement and the Judgment shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Class Released Claims or PAGA Released Claims as set forth in this Agreement. Notwithstanding any other provision in this Agreement, this Agreement and the Judgment in the Action may be filed in any action against or by WPS or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

7. MOTION FOR PRELIMINARY APPROVAL.

Class Counsel agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), subject to the review and comment of Defense Counsel, which shall not be unreasonably withheld.

- 7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review and comment all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval; and (ii) draft proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement.
- 7.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval promptly after the full execution of this

Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; timely transmission to the LWDA of all necessary PAGA documents, 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 Order to the Administrator. Class Counsel agrees not to finalize or file any Motion for Preliminary Approval papers until Defense Counsel has reviewed those papers.

- 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.3 Notice to Class Members.
- 8.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 8.3.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar 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 with Spanish translation, 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.
- 8.3.3 No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 8.3.4 The Response Deadlines for Class Members' written Notices of Objection, disputes to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the initial forty-five (45) calendar days otherwise 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.
- 8.3.5 If the Administrator, WPS, Defense Counsel, or Class Counsel is contacted by or otherwise discovers 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 not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.4 Requests for Exclusion (Opt-Outs).

- 8.4.1 Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion no later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address and telephone number, and the last four digits of his or her Social Security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.
- 8.4.2 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.
- 8.4.3 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' Release under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.4.4 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 Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 8.5 Disputes Regarding Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator's initial mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to dispute the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member, as reflected in their respective Class Notices. The Class Member may challenge the allocation by submitting a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks and/or PAGA Pay Periods that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Administrator by email or mail, postmarked no later than the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly, and no later than ten (10) calendar days of receipt of the Workweeks Dispute, provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.
- 8.6 Objections to Settlement.
- 8.6.1 Only Participating Class Members may object to 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 Costs Payment and/or Class Representative Service Payment.
- 7.7.1 Participating Class Members may submit a Notice of Objection to the Administrator, by email or mail. In the alternative or in addition to a written Notice of Objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court at his or her own expense) to present verbal objections at the Final Approval Hearing. However, any attorney who will represent an objector must file a notice of appearance with the Court and serve Class Counsel and Defendant's counsel. A Participating Class Member who elects to send a written Notice of Objection to the Administrator must do so not later than the Response Deadline.
- 8.6.2 Non-Participating Class Members have no right to object to any of the components of the Settlement.
- 8.7 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.
- 8.7.1 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 Order, the Class Notice, the Motion for Final Approval, Class Counsel Litigation Costs Payment and Class Representative Service Payment, and 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 and emails.

- 8.7.2 Requests 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 five (5) calendar 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 (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.7.3 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, Notices of Objection received, disputes to Workweeks and/or PAGA 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, Notices of Objection, and disputes to Workweeks and/or PAGA Pay Periods received.
- 8.7.4 Workweeks and/or PAGA Pay Periods Disputes. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.7.5 Administrator’s Declaration. No later than seven (7) calendar 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 or invalid), the number of written Notices of Objection, the number of Workweeks Disputes, and attach 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.
- 8.7.6 Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in 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 fifteen (15) calendar 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.

9. NULLIFICATION OF THE SETTLEMENT

- 9.1 If (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter Judgment of the Action, or (c) the approval of the Settlement Agreement and Judgment is reversed, modified or declared or rendered void, or (d) WPS nullifies the Stipulation pursuant to section 9.2, below, then the Settlement Agreement and conditional class certification shall be considered null and void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect whatsoever, and all parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may and will attempt in good faith to cure any perceived defects in the Settlement Agreement to facilitate approval.
- 9.2 **WPS'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, WPS may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if WPS 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, WPS will remain responsible for paying all Administration Costs incurred to that point. WPS must notify Class Counsel and the Court in writing of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections deemed void will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (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. (l), and a [Proposed] Final Approval Order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three 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. The Parties shall agree on the [Proposed] Final Approval Order and Judgment before submission to the Court.

- 10.1 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 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 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 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 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 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. In the

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

- 10.4 Waiver of 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 Costs Payment reflected 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.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If any 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, void, and of no force or effect. 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after 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.

11. 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 and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 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 WPS that any of the allegations in the Operative Complaint have merit or that WPS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that WPS's defenses in the Action have merit. To the contrary, WPS expressly denies any and all liability. The Parties agree that class certification is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, WPS reserves the right to contest certification of any class for any reasons, and WPS 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 WPS'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).

- 12.2 No Publicity. Class Counsel shall not issue any press release related to this Settlement and shall not advertise this settlement on their respective websites in any manner that identifies any of the parties by name, the case number, or geographic location of the WPS's place of business. Class Counsel shall not otherwise advertise or have any other public communication about this settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, WPS and Defense Counsel separately 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 the Parties' 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 each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, WPS and Defense 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 except to respond only 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.
- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees 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.
- 12.5 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.
- 12.6 Cooperation. The Parties and their counsel will reasonably 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.
- 12.7 No 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, WPS 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.
- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 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.
- 12.12 Cooperation in Negotiation and Drafting. The Parties have cooperated in the negotiation, drafting, and preparation of this Agreement. This Agreement, including any provision therein deemed to be ambiguous, will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 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 WPS 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.
- 12.15 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.
- 12.16 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.
- 12.17 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:

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

phaines@haineslawgroup.com
sblakely@haineslawgroup.com
jgordon@haineslawgroup.com

To WPS:

Rafael Gonzalez
Christina Behrman
Mullen & Henzell, L.L.P.
112 E. Victoria Street
Santa Barbara, California 93101
rgonzalez@mullenlaw.com
cbehrman@mullenlaw.com

- 12.18 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.
- 12.19 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 that upon the signing of this Agreement that 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.

PLAINTIFF JUAN FLORES-PAULET

06-05
DATED: _____, 2025


Juan Alonso Flores Paulet (Jun 5, 2025 11:53 PDT)
Juan Flores-Paulet, Plaintiff

DATED: _____, 2025

**DEFENDANT WESTERN PRECOOLING
SYSTEMS**

By: _____

Its Chief Executive Officer
On behalf of Western Precooling Systems

phaines@haineslawgroup.com
sblakely@haineslawgroup.com
jgordon@haineslawgroup.com

To WPS:

Rafael Gonzalez
Christina Behrman
Mullen & Henzell, L.L.P.
112 E. Victoria Street
Santa Barbara, California 93101
rgonzalez@mullenlaw.com
cbehrman@mullenlaw.com

- 12.18 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.
- 12.19 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 that upon the signing of this Agreement that 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.

PLAINTIFF JUAN FLORES-PAULET

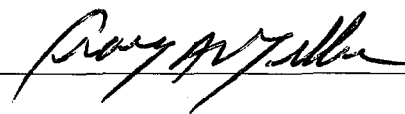
DATED: _____, 2025

Juan Flores-Paulet, Plaintiff

DATED: June 6, 2025

**DEFENDANT WESTERN PRECOOLING
SYSTEMS**

By: _____



Its Chief Executive Officer
On behalf of Western Precooling Systems

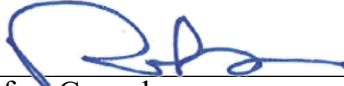
Dated: July 7, 2025



Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff and
Proposed Class Counsel

MULLEN & HENZELL, L.L.P.

Dated: June 6, 2025



Rafael Gonzalez
Christina Behrman
Attorneys for Defendant Western Precooling Systems

EXHIBIT A

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

Flores-Paulet v. Western Precooling Systems
Ventura County Superior Court Case No. 2024CUOE025787

The Superior Court for the State of California authorized this Class 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 an employee class action lawsuit (“Action”) against Western Precooling Systems (“WPS”) for alleged wage and hour violations. The Action was filed by former WPS employee Juan Flores-Paulet (“Plaintiff”) and seeks payment of back wages and other relief for a class of non-exempt, hourly employees (“Class Members”) who worked for WPS in California during the Class Period (June 11, 2020 through **the date of Preliminary Approval**); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for WPS during the PAGA Period (June 11, 2023 through **the date of Preliminary Approval**) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring WPS to fund Individual Class Payments, and (2) a PAGA Settlement requiring WPS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The proposed Settlement requires WPS to fund Individual Settlement Shares. Based on WPS’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be [INDIVIDUAL SETTLEMENT PAYMENT]** (less withholding) and **your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to WPS’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on WPS’s records showing that **you worked [CLASS WORKWEEKS] Workweeks** during the Class Period and **you worked [REDACTED] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period, you can submit a dispute by **[Response Deadline]**. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully 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. The Court will also decide whether to enter a judgment that requires WPS to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against WPS.

WPS WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released
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Participate in the Settlement	Claims against WPS that are covered by this Settlement, as defined below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. WPS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice
You Can Dispute the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively, excluding weeks the employee was out of work on a leave of absence or other payroll weeks constituting time off work. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to WPS's records is stated on the first page of this Notice. If you disagree with this number, you must dispute it by [DATE]. See Section 4 of this Notice.

WHAT IS THE ACTION ABOUT?

Plaintiff is a former WPS employee. The Action accuses WPS of violating California labor laws regarding minimum wage, overtime wages, meal periods, rest periods, failure to reimburse necessary business expenditures, wage statement violations, waiting time penalties, and violation of California Labor Code and California Business & Professions Code § 17200, et seq. based on the aforementioned. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”).

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

WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether WPS or Plaintiff is correct on the merits.

In the meantime, the Parties participated in a full-day mediation session, and as a result, the Parties reached a settlement, rather than continuing the expensive and time-consuming process of litigation. The Parties have since entered into the Class Action and PAGA Settlement and Release Agreement (“Settlement” or “Settlement Agreement”). Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, WPS does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) WPS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. WPS Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). WPS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, WPS will fund the Gross Settlement not more than fifteen (15) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later

date if Participating Class Members object to the proposed Settlement or the Judgment is appealed (“Effective Date”).

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$125,000.00 to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Administration Costs in an amount not to exceed \$6,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and WPS are asking the Court to approve an allocation of 10% of each Individual Class Payment to disputed taxable wages (“Wage Portion”) and 90% to disputed penalties, non-wage damages, and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. WPS will separately pay the employer’s share of 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 Plaintiff and WPS have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than [DATE] that you wish to opt-out. The easiest way to

notify the Administrator is to send a written and signed Request for Exclusion by [DATE]. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you or your authorized representative; (c) contain your full name, address, telephone number, and the last four digits of the Social Security Number; and (d) clearly state that you do not wish to be included in the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against WPS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against WPS based on the PAGA Period facts alleged in the Action.

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 or vacated. Plaintiff and WPS have agreed that, in either case, the Settlement will be void: WPS will not pay any money and Class Members will not release any claims against WPS.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Class Notice, calculate and make payments, process Class Members’ Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, 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 Class Notice.
9. Participating Class Members’ Release of Released Class Claims. After the Judgment is final and WPS has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against WPS or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge Defendant and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys’ fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action (“the Class Released Claims”). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys’ fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804, California Business and Professions Code section 17200, et seq., and any IWC Wage Orders (as codified in the California Code of Regulations). The Class Released Claims include but are not limited to any and all claims involving any minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage

statement violations, waiting time penalties, and violation of California's unfair competition law based on the aforementioned claims. Except as set forth above with respect to Plaintiff, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and WPS has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against WPS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against WPS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action ("the PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804, any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any alleged minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, and waiting time penalties. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against WPS and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.

HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield your estimated Individual Settlement Share that you may be eligible to receive under the Settlement. Your estimated Individual Settlement Share is stated on the first page of this Class Notice. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual

Settlement Share and will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. The Individual Settlement Share reflected in this Class Notice is only an estimate. The actual Individual Settlement Share may be higher or lower.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek Disputes. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in WPS's records, are stated on the first page of this Class Notice. You have until [DATE] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by submitting a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action; (b) contains the your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks and/or PAGA Pay Periods that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Administrator by email or mail, postmarked no later than [the Response Deadline]. Section 9 of this Class Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept WPS's calculation of Workweeks based on WPS's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and WPS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

HOW DO I OPT-OUT OF THE SETTLEMENT?

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you or your authorized representative; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; and (d) clearly state that you do not wish to be included in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request**

to be excluded by [DATE], or it will be invalid. Section 9 of the Class Notice has the Administrator's contact information.

HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and WPS are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. You can view them on the Administrator's Website [Administrator URL] or the Court's website [Ventura Superior Court URL].

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** A Notice of Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing you with respect to your objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Section 9 of this Class Notice has the Administrator's contact information.

Alternatively, or in addition to a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Class Notice (immediately below) for specifics regarding the Final Approval Hearing.

CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 21 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You may attend (or hire a lawyer to attend) the Final Approval Hearing. Check the Court's website for the most current information on whether virtual appearances are permitted.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [Administrator URL] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything WPS and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Administrator]'s website at [Administrator URL].

You can also telephone Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to [Ventura Superior Court URL] and entering the Case Number for the Action: Case No. 2024CUOE025787. You can also personally review court documents in the Clerk's Office at the Courthouse.

**DO NOT TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

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(424) 292-2350

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 11, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Juan Flores-Paulet v. Western Precooling Systems*

To Whom It May Concern:

Please be advised that this law firm represents Juan Flores-Paulet (“Mr. Flores-Paulet”) in claims arising from his employment with Western Precooling Systems and Does 1 through 100 (collectively “Western Precooling”). Mr. Flores-Paulet is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Western Precooling’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Western Precooling’s non-exempt employees who worked for Western Precooling in California during the one year immediately preceding the date of this letter through the present.

Mr. Flores-Paulet was employed by Western Precooling as a non-exempt “Purchasing Administrator” or similarly titled position, from approximately January 2017 until approximately June 13, 2023.

Western Precooling failed to pay Mr. Flores-Paulet and other aggrieved employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock. This has resulted in Mr. Flores-Paulet and other aggrieved employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages.

During Mr. Flores-Paulet’s employment with Western Precooling, Mr. Flores-Paulet and other aggrieved employees worked in excess of 8.0 hours per workday and/or in excess of 40.0 hours per workweek but did not receive overtime compensation at one and one-half times their regular rate of pay for working overtime hours. Specifically, Mr. Flores-Paulet and other aggrieved employees received non-discretionary incentive pay, bonuses, and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). Despite Western Precooling’s payment of Incentive Pay to Mr. Flores-

Paulet and other aggrieved employees, Western Precooling failed to properly calculate Mr. Flores-Paulet's and other aggrieved employees' "regular rate" of pay, thereby causing Mr. Flores-Paulet and other aggrieved employees to be underpaid for their required overtime wages, in addition to being underpaid for any meal period premium payments.

Western Precooling also failed to provide Mr. Flores-Paulet and other aggrieved employees with all legally compliant meal periods due to Western Precooling's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal periods. Moreover, Mr. Flores-Paulet's and other aggrieved employees' meal periods were often interrupted due to work demands imposed by Western Precooling. In addition, Western Precooling failed to provide Mr. Flores-Paulet or other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Flores-Paulet and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Western Precooling often failed to compensate Mr. Flores-Paulet and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, in the event Western Precooling paid a meal period premium, Western Precooling paid such premiums at the employee's base hourly rate of pay, despite the fact that Mr. Flores-Paulet and other aggrieved employees received Incentive Pay.

Western Precooling has also failed to authorize and permit all required rest periods for Mr. Flores-Paulet and other aggrieved employees. Specifically, Western Precooling has often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Mr. Flores-Paulet and other aggrieved employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Mr. Flores-Paulet's and other aggrieved employees' rest periods were also often interrupted due to work demands. Despite failing to authorize and permit Mr. Flores-Paulet and other aggrieved employees to take all rest periods to which they were entitled, upon information and belief, during at least a portion of the relevant time period, Western Precooling maintained no mechanism for the payment of rest period premium payments as required by Labor Code section 226.7 and did not pay Mr. Flores-Paulet or other aggrieved employees any rest period premiums.

At all times relevant herein, Western Precooling failed to reimburse Mr. Flores-Paulet and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, personal cellular phone expenses needed to phone manager or technicians, to clock in and out of his work shifts, or to use for taking pictures. Therefore, Mr. Flores-Paulet and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802.

As a result of the above violations, Western Precooling has issued inaccurate wage statements to Mr. Flores-Paulet and other aggrieved employees because, among other things, the wage statements issued do not include all wages earned and fail to reflect meal and rest period premium pay for meal and rest period violations.

As a result of the above violations, Western Precooling also failed to timely pay Mr. Flores-Paulet and other former non-exempt employees all wages owed at the time of their respective separations from employment.

As described above, Western Precooling committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 8 (“Wage Order 8”):

Minimum Wage Violations

Western Precooling was required to pay Mr. Flores-Paulet and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 8, § 4. As alleged above, Western Precooling failed to conform its pay practices to the requirements of the law by failing to pay Mr. Flores-Paulet and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Western Precooling and/or suffered or permitted to work under the California Labor Code and Wage Order 8. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Flores-Paulet and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Western Precooling was required to pay Mr. Flores-Paulet and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 8, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Western Precooling caused Mr. Flores-Paulet and other aggrieved employees to work overtime hours but did not compensate Mr. Flores-Paulet and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Flores-Paulet and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Western Precooling failed to provide Mr. Flores-Paulet and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 8, § 11. As a result, Mr. Flores-Paulet and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for

each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Western Precooling also failed to authorize and permit Mr. Flores-Paulet and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 8, § 12. As a result, Mr. Flores-Paulet and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”).

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Western Precooling failed to reimburse Mr. Flores-Paulet and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Western Precooling’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 8, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Flores-Paulet and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Western Precooling was required to furnish Mr. Flores-Paulet and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 8, § 7. As a result of Western Precooling’s failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Western Precooling maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Flores-Paulet and other aggrieved employees in violation of Labor Code § 226. Western Precooling’s failure to comply with its wage statement obligations was knowing and intentional, and Mr. Flores-Paulet and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Western Precooling failed to timely pay Mr. Flores-Paulet and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Western Precooling's failure to pay all final wages due to Mr. Flores-Paulet and other aggrieved employees was willful and, consequently, entitles Mr. Flores-Paulet and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Western Precooling failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Flores-Paulet will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Flores-Paulet's own investigation, and on information and belief, Western Precooling committed and continues to commit the following Labor Code violations:

- a. Western Precooling violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Flores-Paulet and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Western Precooling violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Flores-Paulet and other aggrieved employees all overtime compensation earned;
- c. Western Precooling violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Flores-Paulet and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Western Precooling violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Flores-Paulet and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Flores-Paulet and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Western Precooling violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Flores-Paulet and other aggrieved employees for all necessary expenditures incurred;
- f. Western Precooling violated Labor Code § 226 by failing to furnish Mr. Flores-Paulet and other aggrieved employees with accurate and compliant itemized wage statements;

- g. Western Precooling violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Flores-Paulet and other aggrieved employees;
- h. Western Precooling violated Labor Code § 204 by failing to pay Mr. Flores-Paulet and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Western Precooling violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Flores-Paulet and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Western Precooling if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Western Precooling Systems (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

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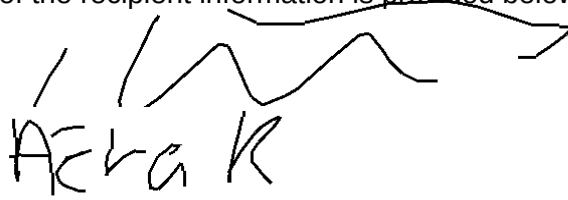
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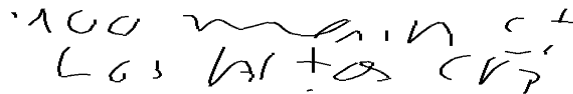
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