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Attorneys for Plaintiff Raymond Herrera

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

RAYMOND HERRERA, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

GOODFELLOW BROS. CALIFORNIA, LLC, a California limited liability company; GOODFELLOW BROS. LLC, a Washington limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV081417

Honorable Karin Schwartz
Department 20

CLASS ACTION

DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[Plaintiff's Motion for Preliminary Approval of Class Action Settlement; Declaration of Proposed Class Representative (Raymond Herrera); and [Proposed] Order filed concurrently herewith]

Reservation ID:	357370616165
Hearing Date:	February 26, 2026
Hearing Time:	3:00 p.m.
Department:	20
Complaint Filed:	June 26, 2024
Trial Date:	None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Raymond Herrera ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On April 19, 2024, Plaintiff provided written notice by certified mail to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice"). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of Plaintiff's PAGA Notice.

3. On June 26, 2024, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §2698, *et seq.* in the Superior Court for the County of Alameda, thereby commencing the above-captioned lawsuit (the "Action"), which alleged a single cause of action against Defendants for the violation of California Labor Code section 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004).

4. On August 28, 2024, Defendants Goodfellow Bros. California, LLC and Goodfellow Bros. LLC ("Defendant") filed their Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*.

5. On August 28, 2024, Defendants removed the Action to the United States District Court for the Northern District of California.

6. On September 27, 2024, Plaintiff filed the Motion to Remand, to which Defendants filed their opposition on October 11, 2024, to which Plaintiff filed their reply on October 18, 2024.

7. On April 16, 2025, the Parties participated in an all-day mediation presided over by the Honorable Peter Wilson (Ret.) ("Mediator"). Through continued settlement negotiations, the Parties reached a resolution, which led to this Agreement to settle the Action in its entirety.

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8. On May 6, 2025, the Court granted Plaintiff's Motion to Remand the Action to Alameda County Superior Court.

9. Plaintiff will file a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*. ("Operative Complaint"), thereby adding claims for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and the IWC Wage Orders; (4) failure to pay wages, including, *inter alia*, unpaid minimum wages, vacation wages, regular wages, reporting time pay, and sick time pay, owed pursuant to California Labor Code sections 227.3, 246, 1194, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201 and 202 and the IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq*.

THE PROPOSED SETTLEMENT

10. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

11. The Settlement provides for a Gross Settlement Amount of $337,500.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to $135,000.00 (if the Gross Settlement Amount remains $337,500.00) and Attorneys' Costs not to exceed $20,000.00 to Class Counsel, Service Payment to Plaintiff of $10,000.00, Settlement Administration Costs to the Settlement Administrator not to exceed $7,000.00, and the PAGA Penalty Amount of $33,750.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently $131,750.00. Additionally, 25% of the PAGA Penalty Amount (i.e., Aggrieved Employees Payment), which is $8,437.50 out of $33,750.00, will be distributed to the Aggrieved Employees, for their respective portion of the Aggrieved Employees Payment. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

12. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 40% of the Gross Settlement Amount (i.e., $135,000.00, if the Gross Settlement Amount remains $337,500.00) and expenses and costs of not more than $20,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 20 through 24, *infra*.

13. The Settlement Agreement provides for payment of up to $10,000.00 to Plaintiff as a Service Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive a Service Payment, in addition to his individual settlement payments, for his services on

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behalf of the Class, Aggrieved Employees, and the State of California.

14. The Parties have agreed to retain Phoenix Settlement Administrators, ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix Settlement Administrators to handle these procedures and serve as the Settlement Administrator. Defendants will provide the Settlement Administrator with the Class Data, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of the 25% portion of the PAGA Penalty Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were issued, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed $7,000.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

15. Under the Settlement Agreement, Defendants are responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to interest, damages, liquidated damages, restitution, and statutory penalties. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

16. **<u>Ascertainability:</u>** The proposed Class is defined as all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, or persons who held similar job titles and/or performed similar job duties to Plaintiff and were alleged to have been

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misclassified as "exempt", who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period, which is June 26, 2021 through the date of preliminary approval, or if applicable, the Alternate End Date.

17. **Numerosity:** Based on data provided by Defendants, during the period from June 26, 2021 through August 23, 2025 the Class is estimated to be approximately 88 individuals.

18. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claim that the Class Members were not paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees and salaried dispatchers, or persons who held similar job titles and/or performed similar job duties to Plaintiff and were alleged to have been misclassified as "exempt", who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the relevant time period.

19. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a

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class action against his former employer. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are adverse to the Class. Plaintiff was employed by Defendants during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the challenge and risk of commencing and maintaining this action, and he has not yet received any monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

20. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

21. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October

of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

22. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in

taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

23. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class

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action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

24. I am a member of Lawyers for Justice. PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, drafting and finalizing settlement agreements.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

25. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

26. Class Counsel has litigated the case for over 1 year and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by the Honorable Peter Wilson (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks

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and delays of further litigation, the law relating to off-the-clock theory, , regular rate,, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, and extensive settlement negotiations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of Plaintiff and the State of California, with respect to aggrieved employees, Released Parties.

27. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a volume of documents and data obtained from Defendants, Plaintiff, and other sources. Class Counsel served multiple sets of formal written discovery requests onto both Defendants (specifically, Form Interrogatories—General (Set One), Special Interrogatories (Sets One & Two), and Requests for Production of Documents (Set One)). Additionally, Class Counsel noticed the depositions of both Defendants' Person Most Knowledgeable designees regarding Job Descriptions and Organizational Structure. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a sampling of Class Members' time and pay data, multiple iterations of Defendants' Employee Handbook, internal memoranda, job descriptions, employee onboarding and personnel files, Defendants' operations and employment practices, forms, procedures, and policies, among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential

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witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

28. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate, and reasonable.

29. Class Counsel is aware of the defenses and position of Defendants, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

30. Defendants, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that this lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models.

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Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at trial and/or appeals.

31. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, Aggrieved Employees and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 2nd day of February 2026, at Glendale, California.

Ryan Slinger

Ryan Slinger

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EXHIBIT 1

April 19, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***GOODFELLOW BROS. CALIFORNIA, LLC; GOODFELLOW BROS. LLC***

Dear Representative:

We have been retained to represent Raymond Herrera against Goodfellow Bros. California, LLC and Goodfellow Bros. LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Goodfellow Bros") for violations of California wage-and-hour laws. Mr. Herrera seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558.

Mr. Herrera seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Goodfellow Bros employed Mr. Herrera as a salaried employee misclassified as "exempt" in the State of California, from approximately July 2022 to approximately December 2023.

The "aggrieved employees" that Mr. Herrera may seek penalties on behalf of are: (a) all current and former hourly-paid or non-exempt individuals who were employed by any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate ("aggrieved employees in subgroup A"), and (b) all current and former salaried dispatcher, or persons who held similar job titles and/or performed similar job duties, misclassified as "exempt" who were employed by any of the above-referenced entities within the State of California ("aggrieved employees in subgroup B").

With regard to aggrieved employees in subgroup A, based on the following facts and theories, Goodfellow Bros has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 16-2001. With regard to aggrieved employees in subgroup B, based on the following facts and theories, Goodfellow Bros has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 16-2001.

Mr. Herrera and the other aggrieved employees in subgroup B did not and/or do not earn in excess of one and one-half times the minimum wage, and/or less than half of their compensation is earned through commissions.

Mr. Herrera and the other aggrieved employees in subgroup B did not and/or do not customarily and regularly exercise discretion and independent judgment in matters of consequence to Goodfellow Bros's business and were not and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing managerial/exempt tasks. Furthermore, Mr. Herrera and the other aggrieved employees in subgroup B did not and/or do not spend at least half of their work time doing office or non-manual work directly related to managerial policies or the general business operations of Goodfellow Bros. Therefore, Mr. Herrera and other aggrieved employees in subgroup B were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked because Goodfellow Bros misclassified them as "exempt."

Goodfellow Bros required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Herrera and other aggrieved employees in subgroup A worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation. Additionally, during the relevant time period, Mr. Herrera and other aggrieved employees in subgroup B worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation because Goodfellow Bros misclassified them as "exempt." Therefore, Mr. Herrera and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Goodfellow Bros required Mr. Herrera and other aggrieved employees in subgroup A to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Goodfellow Bros also required aggrieved employees in subgroup A to stay on work premises during rest periods. Additionally, during the relevant time period, Goodfellow Bros required Mr. Herrera and other aggrieved employees in subgroup B to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods because Goodfellow Bros misclassified them as "exempt." Goodfellow Bros also required aggrieved employees in subgroup B to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Goodfellow Bros failed to pay Mr. Herrera and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Goodfellow Bros failed to pay Mr. Herrera and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Goodfellow Bros did not provide Mr. Herrera and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Goodfellow Bros were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Herrera and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above. Furthermore, the wage statements Mr. Herrera and the other aggrieved employees received from Goodfellow Bros were missing the rates of pay or included inaccurate rates of pay.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Herrera and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Herrera and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Herrera and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Herrera and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Goodfellow Bros failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Herrera and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Goodfellow Bros did not provide Mr. Herrera and other aggrieved employees in subgroup A with the minimum wages to which they were entitled for work performed "off-the-clock." Additionally, during the relevant time period, Goodfellow Bros did not pay Mr. Herrera or other aggrieved employees in subgroup B with the minimum wages to which they were entitled for work performed "off-the-clock" because Goodfellow Bros misclassified them as "exempt."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Goodfellow Bros failed to pay Mr. Herrera and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Herrera and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Goodfellow Bros failed to pay Mr. Herrera and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Herrera and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During the relevant time period, Mr. Herrera and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Goodfellow Bros.

Therefore, on behalf of all aggrieved employees, Mr. Herrera seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Solé

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Goodfellow Bros. California, LLC
Goodfellow Bros. LLC
C T Corporation System
Agent for Service of Process
330 N. Brand Blvd, Ste 700
Glendale, CA 91203

Goodfellow Bros. California, LLC
c/o Diana Han
Jackson Lewis P.C.
Attorney
160 W Santa Clara Street, Suite 400
San Jose CA 95113

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") is made by and between Plaintiff Raymond Herrera ("Plaintiff") and Defendants Goodfellow Bros. California, LLC and Goodfellow Bros. LLC (together, "Defendants") in the lawsuit entitled *Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Superior Court of California for the County of Alameda, Case No. 24CV081417 (the "Action"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the class action and PAGA lawsuit alleging wage and hour violations against Defendants, captioned *Raymond Herrera v. Goodfellow Bros. California, LLC, et al.*, Superior Court of California for the County of Alameda, Case No. 24CV081417.

1.2. "Aggrieved Employees" mean all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

1.3. "Aggrieved Employees Payment" means the 25% of the PAGA Penalty Amount which shall be distributed to the Aggrieved Employees.

1.4. "Attorneys' Fees" and "Litigation Costs" (together, "Attorneys' Fees and Costs") mean the amounts allocated to Class Counsel for reasonable attorneys' fees and reimbursement of actual litigation costs, respectively, incurred to prosecute the Action.

1.5. "Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees and all current and former salaried dispatchers, or persons who held similar job titles and/or performed similar job duties to Plaintiff and were alleged to have been misclassified as "exempt", who worked for any of the Defendants within the State of California and held non-unionized positions at any time during the Class Period.

1.6. "Class Counsel" means Arby Aiwazian, Yasmin Hosseini, Ryan Slinger, and Alborz Javaheri of Lawyers *for* Justice, PC.

1.7. "Class Data" means Class Member and Aggrieved Employee identifying information in Defendants' possession, custody, or control, including each Class Member's last-known full name, last-known mailing address, Social Security Number, and hire and termination dates, and information and/or data sufficient to confirm the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee.

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

1.9. "Class Notice" means the Notice of Class Action Settlement, to be mailed to Class Members in English in the form, without material variation, attached as "**Exhibit A**" and incorporated by reference into this Agreement.

1.10. "Class Period" means the period from June 26, 2021 through the date of preliminary approval, or if applicable, the Alternate End Date.

1.11. "Class Representative" or "Plaintiff" means Raymond Herrera.

1.12. "Class Settlement" means the settlement and resolution of the Released Class Claims.

1.13. "Court" means the Superior Court of California, County of Alameda.

1.14. "Defendants" means Goodfellow Bros. California, LLC and Goodfellow Bros. LLC.

1.15. "Defense Counsel" means Michael T. Hsueh, Sean M. Bothamley, and Diana Han of Jackson Lewis, P.C.

1.16. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. If no objections are submitted, the Judgment is final on the day the Court enters Judgment; if an objection is submitted and not withdrawn, then the Judgment is final sixty (60) days after the Judgment is entered without an appeal being filed or if a timely appeal from the Judgment is filed, the day after the appellate court confirms the Judgment and issues a remittitur..

1.17. "Service Payment" means the payment to the Class Representative for providing services in support of the Action.

1.18. "Final Approval" or "Final Approval Order" means the Court's entry of the Order Granting Final Approval of the Settlement.

1.19. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

1.20. "Gross Settlement Amount" means Three Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($337,500.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and will be paid separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Attorneys' Fees and Costs, Service Payments, and the Settlement Administration Costs.

1.21. "Individual PAGA Payment(s)" means the Aggrieved Employee's *pro rata* share of the Aggrieved Employees Payment, to be calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.22. "Individual Settlement Payment(s)" 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 portion of the Individual Settlement Share allocated as wages.

1.23. "Individual Settlement Share(s)" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated based on the number of Workweeks worked during the Class Period.

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

1.25. "LWDA" means the California Labor and Workforce Development Agency.

1.26. "LWDA Payment" means the 75% of the PAGA Penalty Amount to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. "Net Settlement Amount" is the amount available to pay Individual Settlement Payments to Participating Class Members, and this amount will be the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalty Amount, Attorneys' Fees and Costs, Service Payments, and the Settlement Administration Costs.

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

1.29. "Objection" means a Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1.30. "Operative Complaint" means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*.

1.31. "PAGA" means the Private Attorneys General Act (Labor Code section 2698, et seq.). Unless otherwise specified, all citations and references to this statute are to the version of the statute prior to the amendment effective July 1, 2024.

1.32. "PAGA Pay Periods" mean the number of pay periods each Aggrieved Employee worked for Defendants as a non-exempt, hourly-paid employee in California during the PAGA Period.

1.33. "PAGA Penalty Amount" mean the total amount of PAGA civil penalties, in the amount of $33,750.00, to be paid from the Gross Settlement Amount, allocated as 25% to the Aggrieved Employees ($8,437.50) and 75% to the LWDA ($25,312.50) in settlement of

PAGA claims.

1.34. "PAGA Period" means the period from April 19, 2023, through the date of preliminary approval, or if applicable, the Alternate End Date ("PAGA Period").

1.35. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

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

1.37. "Plaintiff" means Raymond Herrera, the named Plaintiff in the Action.

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

1.39. "Preliminary Approval Order" means the contemplated Order Granting Preliminary Approval and Approval of the Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means Defendants, and their present and former parent companies, subsidiaries, divisions, affiliates, and expressly including Goodfellow Civil Corp., and each of their shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Claims.

1.43. "Request for Exclusion" means a Class Member's written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1.44. "Response Deadline" means sixty (60) calendar days after the Settlement Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class Settlement, (b) mail his or her written Objection to the Class Settlement, or (c) mail his or her Workweek Disputes. For Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator, the Response Deadline will be extended to the date that is fifteen (15) calendar days beyond the original Response Deadline.

1.45. "Settlement Administration Costs" mean the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses related to administering the Settlement, as set forth in Paragraph 7. The amount is in accordance with the Settlement Administrator's "not to exceed" bid submitted to the Parties and approved by the Court in connection with Preliminary Approval of the Settlement.

1.46. "Settlement Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.47. "Workweek" means any week during which a Class Member worked for Defendants as a non-union hourly-paid or non-exempt employee and/or salaried dispatchers, or as a person who held similar job titles and/or performed similar job duties to Plaintiff and were alleged to have been misclassified as "exempt", within the State of California during the Class Period, which will be calculated by Defendants based on Class Member hire and termination dates for applicable positions, during which Class Members will be presumed to have worked unless personnel or payroll records indicate inactive status.

1.48. "Workweek Dispute" means a Class Member and/or Aggrieved Employee's written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or PAGA Pay Periods credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member and/or Aggrieved Employee's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member and/or Aggrieved Employee disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her, and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

2. RECITALS.

2.1. On April 19, 2024, Plaintiff provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("PAGA Notice"). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.2. On June 26, 2024, Plaintiff commenced a representative PAGA lawsuit entitled *Raymond Herrera v. Goodfellow Bros. California, LLC, et al*., Superior Court of California for the County of Alameda, Case No. 24CV081417 (the "Action"), which alleged a single cause of action against Defendants for the violation of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

2.3. On August 28, 2024, Defendants removed the Action to the United States District Court for the Northern District of California.

2.4. On September 27, 2024, Plaintiff filed the Motion to Remand, to which Defendants filed their opposition on October 11, 2024.

2.5. On May 6, 2025, the Court granted Plaintiff's Motion to Remand the Action to Alameda County Superior Court.

2.6. Plaintiff will file the First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq., thereby adding claims for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201 and 202 and the IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to pay vacation time and wages pursuant to California Labor Code Section 227.3; (8) failure to pay paid sick time and associated wages pursuant to California Labor Code sections 245-249; (9) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (10) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and the IWC Wage Orders; (11) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; (12) violations of California Business & Professions Code sections 17200, *et seq*.

2.7. On April 16, 2025, the Parties participated in an all-day mediation presided over by the Honorable Peter Wilson (Ret.) ("Mediator"). With the aid of the Mediator's evaluation and through continued settlement negotiations, the Parties reached a resolution, which led to this Agreement to settle the Action in its entirety.

2.8. Prior to mediation, Plaintiff obtained, through informal discovery, Class Members' time and pay records, as well as information and documents concerning the claims set forth in the Action, including but not limited to, Defendants' employee handbook, relevant wage and hour policies, and datapoints, including and not limited to, information regarding the number of Class Members and Aggrieved Employees, the number of workweeks worked by the Class Members, the number of pay periods worked by the Aggrieved Employees, and the average rate of pay of the Class Members. Plaintiff' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. For*d *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.9. The Court has not yet granted class certification, as the Parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified.

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

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3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promises to pay $337,500.00 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Settlement Shares. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Settlement Payment and/or any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Service Payment that does not exceed this amount. As part of the motion for Attorneys' Fees and Costs, Plaintiff will seek Court approval for any Service Payment. If the Court approves a Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Settlement Administrator will pay the Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment.

3.2.2. To Class Counsel: Attorneys' Fees of not more than forty percent (40%) of the Gross Settlement Amount, which is currently estimated to be $135,000.00 but may increase pursuant to Paragraph 8, and reimbursement of litigation costs of not more than $20,000.00 that will be determined at the time of final approval. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Final Approval motion, Plaintiff and Class Counsel will request approval of the Attorneys' Fees and Costs. Defendants will not oppose requests for these payments. If the Court approves Attorneys' Fees and/or Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Attorneys' Fees and Costs. The Settlement Administrator will pay the Attorneys' Fees and Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Settlement Administration Costs.

3.2.3. To the Settlement Administrator: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed $7,000.00, except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration expenses are less or the Court approved payment less than $7,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. PAGA Penalty Amount: Subject to approval by the Court, the Parties agree that the amount of $33,750.00 from the Gross Settlement Amount will be allocated toward penalties under PAGA ("PAGA Penalty Amount"), of which 75%, or $25,312.50, will be paid to the LWDA ("LWDA Payment"), and 25%, or $8,437.50, will be distributed to Aggrieved Employees ("Aggrieved Employees Payment") on a *pro rata* basis according to the number of PAGA Pay Periods worked during the PAGA Period (i.e., Individual PAGA Payment).

3.2.5. To Each Participating Class Member: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by 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 Class Settlement.

b. After Final Approval of the Settlement, the Settlement 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.

3.2.6. Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employees Payment based on the Aggrieved Employees' PAGA Pay Periods as follows: The Settlement Administrator will divide the Aggrieved Employees Payment, which is $8,437.50, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, resulting in the "PAGA Pay Period Value" and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3.2.7. Tax Allocation of Individual Settlement Shares and Individual PAGA Payments: Twenty percent (20%) of each Participating Class Member's Individual Settlement Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form.

Eighty percent (80%) of each Participating Class Member's Individual Settlement Share will be allocated to settlement of claims for interest, damages, liquidated damages, restitution, and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS 1099 Form, if necessary. The Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, during the period from June 26, 2021 to June 26, 2025, Defendants estimated there were approximately 77 Class Members who collectively worked a total of 4,891 Workweeks.

4.2. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement 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. Notwithstanding this provision, Class Counsel shall also receive redacted Class Data that shall only disclose an identification number attributed to each Class Member and their associated Workweeks during the Class Period and each Aggrieved Employee and their associated PAGA Pay Periods during the PAGA Period. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class members identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reach an agreement regarding reconstructing or otherwise resolving any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting these funds to the Settlement Administrator no later than twenty-one (21) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after

Defendants fund the Gross Settlement Amount, the Settlement Administrator will transmit payments for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Attorneys' Fees and Costs, and the Service Payment. Disbursement of the Attorneys' Fees and Costs and the Service Payments shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

4.4.1. The Settlement Administrator will issue checks for the Individual Settlement Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement 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 Settlement Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including, inter alia, Non-Participating Class Members who qualify as Aggrieved Employees and Class Members for whom Class Notice was returned undelivered, who qualify as Aggrieved Employees. The Administrator may send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment, if applicable. Before mailing any checks, for only those Class Members for whom the Class Notice was returned undelivered and for whom an alternate address was not located by way of a skip-trace performed earlier by the Settlement Administrator, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the National Change of Address Database search. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date, in which case the re-issued check would be valid until the later of the 180-day check cashing period or the date that is fifteen (15) days from the date of re-issuance, whichever is later.

4.4.3. For any Participating Class Member and/or Aggrieved Employee whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Settlement 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).

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

5. **RELEASES OF CLAIMS.** Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff, Participating Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. General Release of Claims by Plaintiff. Plaintiff will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from their employment with Defendants, separation of employment from Defendants, whether known or unknown, arising under any federal, state, or local law or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are not known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

5.2. Released Class Claims by Participating Class Members. Plaintiff and Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged in the Operative Complaint, or reasonably could have been alleged based on the factual allegations in the Operative Complaint and Plaintiff's PAGA Notice, including but not limited to claims for misclassification, failure to pay minimum wages, wages, and overtime premiums, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations ("Released Class Claims").

5.3. Released PAGA Claims by Aggrieved Employees. Plaintiff, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for civil penalties under PAGA, that were alleged in the PAGA Notice and Operative Complaint or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, arising during the PAGA Period for violations of the California Labor Code, including, *inter alia*, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including, *inter alia*, IWC Wage Orders 4-2001 and 16-2001, for misclassification, failure to pay minimum wages, wages, and overtime premiums, failure to pay reporting time pay, meal period violations, rest period violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations ("Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

6.1 Responsibilities of Counsel. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval. Defense counsel shall be given two (2) days to review the Proposed Order to ensure compliance with this Agreement before its filing. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Settlement Administrator. Plaintiff shall timely file a notice of claim and notice of settlement with the LWDA consistent with Cal. Code § 2699(l)(2) and comply with all other requirements required to effectuate the settlement under PAGA.

6.2 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 to resolve the disagreement in good faith. 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 to modify the Agreement and otherwise satisfy the Court's concerns in good faith.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Settlement Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Settlement Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Settlement Administrator shall take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Settlement 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.

7.4.2. 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 Settlement Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, substantially in the form attached to this Agreement as "**Exhibit A**." The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Share and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and/or PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. No later than three (3) business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement 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 Settlement Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' Objections to the Class Settlement, Workweek Dispute, and Requests for Exclusion from the Class Settlement will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Settlement Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any person who believes they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in-person or by telephone to determine in good faith whether to include them as a Class Member. If the Parties agree, such person will be a Class Member, entitled to the same rights as other Class Members, and the Settlement Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. <u>Requests for Exclusion from the Class Settlement (Opt-Outs)</u>.

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Settlement Administrator, by 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 reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes all of the information required by Paragraph 1.43 of this Settlement Agreement. To be valid, a Request for Exclusion must be postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

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

7.5.3. Class Members who do not submit a timely and valid Request for Exclusion from the

Class Settlement are deemed to be Participating Class Members under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release of Released Class Claims and Aggrieved Employees release of Released PAGA Claims, under Paragraphs 5.2 and 5.3 of this Agreement, respectively, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement are Non-Participating Class Members and shall not receive Individual Settlement Payments nor have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are also Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Workweek Disputes. Each Class Member and Aggrieved Employee shall have until the Response Deadline to dispute the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may dispute the allocation by communicating with the Settlement Administrator via mail. The Workweek Dispute must be signed by the Class Member and contain all information required by Paragraph 1.48 of this Settlement Agreement. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member and/or Aggrieved Employee's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all Workweek Disputes to Defense Counsel and Class Counsel and the Settlement Administrator's determination of those disputes.

7.7. Objections to Class Settlement.

7.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement and/or amounts requested for the Attorneys' Fees and Costs and/or Service Payment.

7.7.2. Participating Class Members may send written objections to the Settlement Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so no later than the Response Deadline.

7.7.3. The Objection must be signed by the Participating Class Member and contain all information required by Paragraph 1.29 of this Settlement Agreement.

7.7.4. Non-Participating Class Members have no right to object to the Class Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

7.8.1 Website, Email Address and Toll-Free Number. The Settlement Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Parties shall provide the Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the Response Deadline, the Settlement 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 from the Class Settlement ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion from the Class Settlement; and (c) copies of all Requests for Exclusion from the Class Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Settlement 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 from the Class Settlement (whether valid or invalid) received, Objections received, Workweek Disputes received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

7.8.4 Workweek Disputes. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Members challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Settlement Administrator's Declaration. No later than fourteen (14) calendar days after the Response Deadline, the Settlement 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 Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class

Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections, and the Exclusion List which will be attached. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement 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 Settlement 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 Settlement Administrator's declaration in Court.

8. **CLASS PERIOD MODIFICATION AND ESCALATOR CLAUSE.** As set forth within the Parties' Memorandum of Understanding, based on a review of its records, Defendants estimated there were approximately 77 Class Members who collectively worked a total of 4,891 Workweeks during the Class Period. Should the qualifying Workweeks worked by Class Members during the Class Period increase beyond 10% of 4,891 (i.e., beyond 5,380 Workweeks), then Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the Class Period and PAGA Period as of the day before accrual of 5,380 Workweeks worked by the Class Members during the Class Period ("Alternate End Date").

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

10. **MOTION FOR FINAL APPROVAL.** Class Counsel will file in Court a motion for final approval of the Settlement that includes a request for approval of the Settlement, a Proposed Final Approval Order and Judgment (collectively, "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in-person or by telephone to resolve in good faith any disagreements concerning the Motion for Final Approval. Defense counsel shall be given two (2) days to review the Proposed Order to ensure compliance with this Agreement before its filing.

10.1. Response to Objections to the Class Settlement. Each Party retains the right to respond to any Objection to the Class Settlement 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 Service Payment, Attorneys' Fees and Costs, and/or Settlement 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, the 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.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement 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 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and obtain Final Approval and entry of Judgment, sharing on a 50-50 basis any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the 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 a proposed amended judgment.

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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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action has merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the 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. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, 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; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) as required to be disclosed and/or submitted to the LWDA by the PAGA statute. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, 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, any with 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.

12.3. 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 Class 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.

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

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

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the Mediator and/or the Court for resolution of the final terms and split the cost 50/50, if any. The Parties further agree to use any other reasonable efforts that may become necessary by the Court, or otherwise, to effectuate the Settlement.

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 any 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, Defendants, 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. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.

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

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

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 or Rule 408 of the Federal Rules of Evidence, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Plaintiff's counsel shall destroy, all paper and electronic versions of Class Data received from Defendant, except to the extent retention is required by applicable law or ethical rules.

12.15. Neutral Employment Reference. Defendants agree that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employer of Plaintiff requests a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide the requested Plaintiff's dates of employment and job titles during employment. Defendants shall not refer to the Action or this Settlement.

12.16. 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.

12.17. 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.

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

To Plaintiff and Class Counsel:	To Defendants and Defense Counsel:
Arby Aiwazian, Esq. Joanna Ghosh, Esq. Yasmin Hosseini, Esq. Alborz Javaheri, Esq. **LAWYERS *for* JUSTICE, PC** 450 N. Brand Boulevard, Suite 900 Glendale, California 9120	Michael Y. Hsueh, Esq. Sean M. Bothamley, Esq. Diana Han, Esq. **JACKSON LEWIS, P.C.** 160 W Santa Clara St. Suite 400 San Jose, CA 95113

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12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

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

IT IS SO AGREED.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF RAYMOND HERRERA

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Dated: 02/02/2026 ____________________________________

Raymond Herrera, Plaintiff

DEFENDANTS GOODFELLOW BROS. CALIFORNIA, LLC AND GOODFELLOW BROS. LLC

Dated: __________________ ____________________________________

Full Name: Leslie Robinson

Title: ______________________________

On behalf of Goodfellow Bros. California LLC and Goodfellow Bros. LLC

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: February 2, 2026 By: ____________________________________

Arby Aiwazian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Attorneys for Plaintiff Raymond Herrera and Proposed Class Counsel

JACKSON LEWIS, P.C.

Dated: __________________ By: ____________________________________

Michael Y. Hsueh, Esq.
Sean M. Bothamley, Esq.
Diana Han, Esq.
Attorneys for Defendants

PLAINTIFF RAYMOND HERRERA

Dated: ________________ ____________________________
Raymond Herrera, Plaintiff

DEFENDANTS GOODFELLOW BROS. CALIFORNIA, LLC AND GOODFELLOW BROS. LLC

Dated: ________________ ____________________________
Full Name: Leslie Robinson

Title: ____________________________
On behalf of Goodfellow Bros. California LLC and Goodfellow Bros. LLC

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ________________ By: ____________________________
Arby Aiwazian, Esq.
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JACKSON LEWIS, P.C.

Dated: 2/2/2026 By: ____________________________
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Seam M. Bothaley, Esq.
Diana Han, Esq.
Attorneys for Defendants

PLAINTIFF RAYMOND HERRERA

Dated: ____________________

____
Raymond Herrera, Plaintiff

DEFENDANTS GOODFELLOW BROS. CALIFORNIA, LLC AND GOODFELLOW BROS. LLC

Dated: 02/02/2026

Leslie Robinson
Leslie Robinson (Feb 2, 2026 07:53:13 PST)

Full Name: Leslie Robinson

Title: Director of Claims and Risk Management

On behalf of Goodfellow Bros. California LLC and Goodfellow Bros. LLC

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ____________________ By: ______________________________

Arby Aiwazian, Esq.
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JACKSON LEWIS, P.C.

Dated: ____________________ By: ______________________________

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2026.01.29_Goodfellow Bros. California, LLC_SA (AOM)(YH)(D)(YH)(D)(RS)(AJ) - pdf

Final Audit Report 2026-02-02

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