

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Yesenia Urizar, Mireya Flores, Beatriz Mantilla, and Ofelia Bartolon Arriaga aka Paola Gomez (“Plaintiffs”) and Defendants We Pack It All, LLC, Partners Personnel – Management Services, LLC, and Selective Personnel, Inc. (together the “Defendants”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant entitled *Yesenia Urizar, on behalf of herself and others similarly situated vs. We Pack It All, LLC, et al. and Partners Personnel Management Services, LLC*, filed July 16, 2024, pending in Los Angeles County Superior Court, Case No. 24STCV17688 (the “Urizar Class Action”); *Yesenia Urizar, on behalf of herself and current and former aggrieved employees vs. We Pack It All, LLC, et al. and Partners Personnel Management Services, LLC*, filed September 20, 2024, pending in Los Angeles County Superior Court, Case No. 24STCV24443 (the “Urizar PAGA Action”); *Mireya Flores, on behalf of herself and others similarly situated vs. We Pack It All, LLC and Selective Personnel, Inc.*, filed September 24, 2025, pending in Los Angeles County Superior Court, Case No. 25STCV28441 (“Flores Class Action”); *Mireya Flores, on behalf of herself and current and former aggrieved employees vs. We Pack It All, LLC and Selective Personnel, Inc.*, filed December 4, 2025, pending in Los Angeles County Superior Court, Case No. 25STCV35440 (“Flores PAGA Action”); *Beatriz Mantilla, on behalf of herself and others similarly situated vs. We Pack It All, LLC*, filed December 22, 2025, pending in Los Angeles County Superior Court, Case No. 25STCV37769 (“Mantilla Class Action”); *Beatriz Mantilla, on behalf of herself and current and former aggrieved employees vs. We Pack It All, LLC*, filed January 23, 2026, pending in Los Angeles County Superior Court, Case No. 26STCV07628 (“Mantilla PAGA Action”); and *Ofelia Bartolon Arriaga aka Paola Gomez, individually, and on behalf of all others similarly situated vs. We Pack It All, LLC and Partners Personnel Management Services, LLC*, filed September 23, 2024, pending in Los Angeles County Superior Court, Case No. 24STCV24605 (the “Arriaga Class and PAGA Action”) (collectively referred to as the “Actions”).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means and refers to the following: (1) as to Defendant We

Pack it All, LLC (“WPIA”), all current and former nonexempt employees employed by WPIA in California during the PAGA Period; (2) as to Defendant Partners Personnel – Management Services, LLC (“Partners”), all current and former nonexempt employees employed by Partners and placed to work at WPIA during the PAGA Period; (3) as to Defendant Selective Personnel, Inc. (“Selective”), all current and former nonexempt employees employed by Selective and placed to work at WPIA during the PAGA Period.

- 1.5. “Class” means and refers to the following: (1) as to WPIA, all current and former nonexempt employees employed by WPIA in California during the Class Period; (2) as to Partners, all current and former nonexempt employees employed by Partners and placed to work at WPIA during the Class Period; (3) as to Selective, all current and former nonexempt employees employed by Selective and placed to work at WPIA during the Class Period.
- 1.6. “Class Counsel” means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Jeffrey D. Klein, and all lawyers affiliated with this firm., and Moon Law Group, P.C., including Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik, and all lawyers affiliated with this firm
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods attributed to each Class Member.
- 1.9. “Class Member” means and refers to the following: as to WPIA, all current and former nonexempt employees employed by WPIA in California during the Class Period; (2) as to Partners, all current and former nonexempt employees employed by Partners and placed to work at WPIA during the Class Period; (3) as to Selective, all current and former nonexempt employees employed by Selective and placed to work at WPIA during the Class Period.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Periods” are from:

- 1.11.1 For We Pack It All, LLC (WPIA), June 16, 2020, through the earlier of (i) 90 days from the acceptance of the mediator’s proposal (aka June 16, 2026) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.
- 1.11.2 For Partners Personnel - Management Services, LLC (Partners), June 16, 2020, through the earlier of (i) 90 days from the acceptance of the mediator’s proposal (aka June 16, 2026) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.
- 1.11.3 For Selective Personnel, Inc. (Selective), October 1, 2022, through the earlier of (i) 90 days from the acceptance of the mediator’s proposal (aka June 16, 2026) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.
- 1.12. “Class Representatives” means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as a Class Representatives.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendants” means named Defendants We Pack It All, LLC, Partners Personnel – Management Services, LLC, and Selective Personnel, Inc.
- 1.16. “Defense Counsel” means MEDINA McKELVEY LLP and LAW OFFICE OF ERIC V. LUEDTKE.
- 1.17. “Effective Date” is defined as the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means the Gross Settlement Amount of **\$1,300,000.00**,

which is the total amount Defendants agree to pay under the Settlement, except: (1) Defendants shall separately pay the employer's share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) if the Escalator Clause is triggered (as defined below), the Gross Settlement Amount may increase and Defendants may be required to pay a settlement amount exceeding **\$1,300,000.00** if they choose not to adjust the Class Periods. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendants. Each Defendants' share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants based on the Defendants' share of the Gross Settlement Amount. The Gross Settlement amount shall be paid as follows: Partners will be responsible for \$661,922.59; WPIA will be responsible for \$291,048.17, and Selective will be responsible for \$347,029.24.

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA 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 PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699,
- 1.27. "Mediation Date" means January 13, 2026.
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "Operative Complaint" means the First Amended Complaint that will be filed in the Urizar Class Action
- 1.31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants (either directly for WPIA or worked for Partners or Selective and was placed at WPIA) for at least one day during the PAGA Period.
- 1.32. "PAGA Period" are the periods from:

- 1.32.1 For WPIA, July 16, 2023, through the earlier of (i) 90 days from the acceptance of the mediator's proposal (aka June 16, 2026) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.
- 1.32.2 For Partners, July 16, 2023, through the earlier of (i) 90 days from the acceptance of the mediator's proposal (aka June 16, 2026) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.
- 1.32.3 For Selective, September 25, 2024, through the earlier of (i) 90 days from the acceptance of the mediator's proposal (aka June 16, 2026) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.
- 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. "PAGA Notice" means (i) Plaintiff Urizar's September 23, 2024 PAGA Letter, (ii) Plaintiff Flores's September 25, 2025 PAGA Letter, (iii) Plaintiff Mantilla's March 16, 2026 PAGA Letter, and (iv) Plaintiff Arriaga's September 2, 2024 PAGA Letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$22,750.00) and 65% to the LWDA (\$42,250.00) in settlement of the PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Plaintiffs" means Yesenia Urizar, Mireya Flores, Beatriz Mantilla, and Ofelia Bartolon Arriaga aka Paola Gomez, the named Plaintiffs in the Actions.
- 1.38. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39. "Released Class Claims" means all claims that were alleged in the Operative Complaint, or that reasonably could have been alleged based upon the facts stated in the Operative Complaint, including: (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197, (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code sections 510 and 1194, (3) failure to provide compliant meal periods in violation of Labor Code sections 512 and 226.7, (4) failure to authorize or permit compliant rest periods in violation of Labor Code section 226.7, (5) failure to indemnify employees for employment-related losses/expenditures in violation of Labor Code section 2802, (6) failure to provide complete and accurate itemized wage statements in violation of Labor Code section 226, (7) failure to timely pay all earned wages and final wages due at the time of separation of employment in violation of Labor Code sections 201, 202, 203, and 204, and (8) unfair business practices. The time period governing the Released Class Claims shall be the Class Periods.

- 1.40. “Released PAGA Claims” means the PAGA claims alleged in the Operative Complaint, or that reasonably could have been alleged based on the facts stated in the Operative Complaint and in the relevant PAGA Notices, including all PAGA claims seeking civil penalties premised upon the following allegations: (1) failure to pay wages for all hours worked at the legal minimum wage, (2) failure to pay wages for overtime hours worked at the overtime rate of pay and/or failure to pay overtime wages at the proper rate of pay, (3) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods and/or failure to pay meal period premium wages, (4) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to authorize and permit legally required and compliant rest periods and/or failure to pay rest period premium wages, (5) failure to indemnify for losses and expenditures incurred as part of employment, (6) failure to provide complete and accurate wage statements, (7) failure to timely pay earned wages during employment, (8) failure to pay employees all wages due at time of termination/resignation, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the PAGA Notices and Operative Complaint. The time period governing the Released PAGA Claims shall be the PAGA Periods. The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties.
- 1.41. “Released Parties” means: Defendants and their parents, subsidiaries, directors, owners, shareholders, officers, employees, and attorneys, past and present, and each of them acting in concert with the foregoing.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a valid request to be excluded from the Class Settlement, prior to the Response Deadline.
- 1.43. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and is the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objection(s) to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator will have an additional 14 calendar days beyond the Response Deadline.
- 1.44. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day and recorded work time in Defendants’ timekeeping systems, during a Class Period. The number of Workweeks that each Class Member worked during the Class Period is determined by dividing the total number of regular hours that the Class Member worked during the Class Period by 40 hours per week.

## **2. RECITALS.**

- 2.1. On July 16, 2024 Plaintiff Yesenia Urizar commenced the Urizar Class Action by filing a Complaint alleging causes of action against Defendants We Pack It All, LLC

and Partners Personnel – Management Services, LLC for failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197, for failure to pay overtime wages for daily overtime worked in violation of Labor Code sections 510 and 1194, for failure to authorize or permit meal periods in violation of Labor Code sections 512 and 226.7, for failure to authorize or permit rest periods in violation of Labor Code section 226.7, for failure to indemnify employees for employment-related losses and expenditures in violation of Labor Code section 2802, for failure to provide complete and accurate wage statements in violation of Labor Code section 226, for failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code sections 201, 202, and 203, and for unfair business practices in violation of Business and Professions Code sections 17200, et seq.

- 2.2. On September 20, 2024, Plaintiff Urizar filed the Urizar PAGA Action alleging violations of the California Labor Code and seeking civil penalties pursuant to the PAGA.
- 2.3. On September 24, 2025, Plaintiff Flores commenced the Flores Class Action by filing a Complaint alleging causes of action against Defendants We Pack It All, LLC and Selective Personnel, Inc. for failure to pay for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197, for failure to pay overtime wages for daily overtime worked in violation of Labor Code sections 510 and 1194, for failure to authorize or permit meal periods in violation of Labor Code sections 512 and 226.7, for failure to authorize or permit rest periods in violation of Labor Code section 226.7, for failure to provide complete and accurate wage statements in violation of Labor Code section 226, for failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code sections 201, 202, and 203, and for unfair business practices in violation of Business and Professions Code sections 17200, et seq.
- 2.4. On December 4, 2025, Plaintiff Flores filed the Flores PAGA Action alleging violations of the California Labor Code and seeking civil penalties pursuant to the PAGA.
- 2.5. On December 22, 2025, Plaintiff Mantilla commenced the Mantilla Class Action by filing a Complaint alleging causes of action against Defendant We Pack It All, LLC, for failure to pay for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197, for failure to pay overtime wages for daily overtime worked in violation of Labor Code sections 510 and 1194, for failure to authorize or permit meal periods in violation of Labor Code sections 512 and 226.7, for failure to authorize or permit rest periods in violation of Labor Code section 226.7, for failure to indemnify employees for employment-related losses and expenditures in violation of Labor Code section 2802, for failure to provide complete and accurate wage statements in violation of Labor Code section 226, for failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of

Labor Code sections 201, 202, and 203, and for unfair business practices in violation of Business and Professions Code sections 17200, et seq.

- 2.6. On January 23, 2026, Plaintiff Mantilla filed the Mantilla PAGA Action alleging violations of the California Labor Code and seeking civil penalties pursuant to the PAGA.
- 2.7. On September 23, 2024, Plaintiff Arriaga aka Paola Gomez commenced the Arriaga Class and PAGA Action by filing a Complaint alleging causes of action against Defendants We Pack It All, LLC and Partners Personnel – Management Services, LLC for: (1) failure to pay minimum wages in violation of Labor Code sections 204, 1194, 1194.2, and 1197; (2) failure to pay overtime compensation in violation of Labor Code sections 1194 and 1198; (3) failure to provide meal periods in violation of Labor Code sections 226.7 and 512; (4) failure to authorize and permit rest breaks in violation of Labor Code section 226.7; (5) failure to indemnify necessary business expenses in violation of Labor Code section 2802; (6) failure to timely pay final wages upon termination in violation of Labor Code sections 201 through 203; (7) failure to provide accurate itemized wage statements in violation of Labor Code section 226; and (8) unfair business practices in violation of Business and Professions Code section 17200, et seq. On November 12, 2024, Plaintiff Arriaga aka Paola Gomez filed a First Amended Complaint adding a cause of action for civil penalties pursuant to the PAGA.
- 2.8. Pursuant to Labor Code section 2699.3, subd.(a), all Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.9. Plaintiffs will file a First Amended Complaint in the Urizar Class Action adding Plaintiffs Mireya Flores, Beatriz Mantilla, and Bartolon Arriaga aka Paola Gomez as additional named Plaintiffs as well as alleging a cause of action against Defendants for civil penalties pursuant to the PAGA. The First Amended Complaint is the operative complaint in the Actions (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.10. On January 13, 2026 Plaintiffs and Defendants participated in an all-day mediation presided over by Allison Eckstrom, Esq., which led to this Agreement to settle the Action.
- 2.11. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations in the Complaints, including approximately (i) 25.5% of We Pack It All, LLC’s, (ii) 27.32% of Partners Personnel – Management Services, LLC’s, and (iii) 9.9% of Selective Personnel, Inc.’s time and wage records which were analyzed by Plaintiffs’ counsel. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup>

1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).

- 2.12. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed this amount. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than Thirty-Five Percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$455,000, and a Class Counsel Litigation Expenses Payment of not more than \$60,000. Defendants shall not oppose requests for Class Counsel Fees Payment of not more than thirty-five percent of the Gross Settlement Amount and for a Class Counsel Litigation Expenses Payment which does not exceed these amounts. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the amount of Class Counsel Fees Payment will increase in order to remain thirty-five

percent of the Gross Settlement Amount. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099-MISC Form(s).

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$35,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$35,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$65,000 to be paid from the Gross Settlement Amount, with 65% (\$42,250.00) allocated to the LWDA PAGA Payment and 35% (\$22,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$22,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved

Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

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

3.2.6 In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Class Counsel reserve their right to appeal such order, however, Plaintiffs and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. 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 the funds to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of

mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3 For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and Class Members will release claims against all Released Parties as follows:

5.1. Release by Participating Class Members: All Participating Class Members release Released Parties from all claims that were alleged, or reasonably could have been

alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.
- 5.3. Plaintiffs' Release. Plaintiffs for themselves and on behalf of their respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.3.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

6. **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 motions.

- 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice.
- 6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; 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. Plaintiffs are responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declarations, Class Counsel will aver that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
  - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received

and state the number of Class Members, PAGA Members, 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 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator cannot reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator will accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of validity and/or authenticity will be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Each Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Each Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment
- 7.6. Challenges to Calculation of Workweeks. Each Class Member will have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the

Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or 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 Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class

Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiffs are responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration

suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiffs are responsible for filing the Administrator's declaration in Court.

8. ***CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.*** Based on its records, Defendants estimate that:

- 8.1. For WPIA: (1) there are 215 Class Members and 32,002 total Workweeks from June 16, 2020 to January 13, 2026; and (2) there were 170 Aggrieved Employees who worked 14,328 PAGA Pay Periods during the PAGA Period. "Pay Period" is defined as any pay periods in which an Aggrieved Employee recorded regular hours worked. This number of pay periods is reduced by 50% to 7,164 PAGA Pay Periods for purposes of PAGA;
- 8.2. For Partners: (1) there are 3,048 Class Members and 62,604 total Workweeks from June 16, 2020 to April 6, 2025; and (2) there were 748 Aggrieved Employees who worked 15,700 PAGA Pay Periods from July 16, 2023 to April 6, 2025. This number of pay periods is reduced by 50% to 7,850 Pay Periods for purposes of PAGA;
- 8.3. For Selective: (1) there are 1,672 Class Members from October 1, 2022 to December 12, 2025 and 39,187 total Workweeks during the Class Period (through June, 16, 2026); and (2) there were 1,206 Aggrieved Employees who worked 21,848 PAGA Pay Periods during the PAGA Period (through June, 16, 2026). This number of pay periods is reduced by 50% to 10,924 Pay Periods for purposes of PAGA.
- 8.4. If the total number of Workweeks as of the end date of the Class Periods exceeds the above figures by greater than 10% (exceeds for WPIA, 35,202, for Partners, 68,864, for Selective, 43,106), then the Gross Settlement Amount shall increase pro rata based on the number of additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). Alternatively, Defendants shall have the option to shorten the end date of the release periods to a date when the number of Workweeks does not trigger the escalator.
- 8.5. Defendants' Obligation to Advise the Court in Advance of Preliminary Approval. No later than five court days prior to Plaintiffs' hearing date for the Motion for Preliminary Approval, Defendants shall, by and through its counsel, file a declaration informing the Court (1) whether or not the Escalator Clause has been triggered; (2) the option Defendants will select; and (3) in the event that the cut-short option is selected, the class and PAGA periods, as adjusted<sup>[1]</sup>

9. **MOTION FOR FINAL APPROVAL.** Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, [former] subd. (l), a Proposed Final Approval Order and a proposed Judgment

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<sup>1</sup> **Note to Defense Counsel:** This is a new provision we are adding where a cut-short option is provided. From November 2025 through January 2026, we have received over a dozen orders requiring supplemental MPA briefing requiring that Defendant advise the Court of escalator and final Class Period prior to the Notice Letters being mailed.

(collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. 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 to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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.

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

11. **ADDITIONAL PROVISIONS.**

11.1. 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 Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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).

11.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties 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.

- 11.3. 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 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.
- 11.4. 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.
- 11.5. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken 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.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. The Parties are not 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.
- 11.9. 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. After the Preliminary Approval Order is entered, such amendment, modification, change, or waiver also requires Court approval.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. Applicable Law. The internal laws of the State of California govern all terms and

conditions of this Agreement and its exhibits, without regard to conflict of law principles.

- 11.12. 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.
- 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.
- 11.18. 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.
- 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

- 11.20. Bankruptcy. In the event that any Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiffs shall be permitted to file the claims asserted in the Actions in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.
- 11.21. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 06/18/2026

YESENIA URIZAR

*Yesenia Urizar*

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Dated:

MIREYA FLORES

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Dated:

BEATRIZ MANTILLA

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Dated:

OFELIA BARTOLON ARRIGA aka  
PAOLA GOMEZ

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Dated:

WE PACK IT ALL, LLC

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

PARTNERS PERSONNEL –  
MANAGEMENT SERVICES, LLC

Dated:

**YESENIA URIZAR**

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Dated:

06/19/2026

**MIREYA FLORES**

*Mireya Flores*

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Dated:

**BEATRIZ MANTILLA**

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Dated:

**OFELIA BARTOLON ARRIGA aka  
PAOLA GOMEZ**

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Dated:

**WE PACK IT ALL, LLC**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

**PARTNERS PERSONNEL –  
MANAGEMENT SERVICES, LLC**

Dated:

**YESENIA URIZAR**

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Dated:

**MIREYA FLORES**

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Dated:

06/18/2026

**BEATRIZ MANTILLA**

*Beatriz Mantilla*

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Dated:

**OFELIA BARTOLON ARRIGA aka  
PAOLA GOMEZ**

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Dated:

**WE PACK IT ALL, LLC**

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

**PARTNERS PERSONNEL –  
MANAGEMENT SERVICES, LLC**

Dated:

YESENIA URIZAR

Dated:

MIREYA FLORES

Dated:

BEATRIZ MANTILLA

Dated:6/18/2026

OFELIA BARTOLON ARRIGA aka  
PAOLA GOMEZ

Signed by:



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Dated:

WE PACK IT ALL, LLC

Name:

Title:

Dated:

PARTNERS PERSONNEL  
MANAGEMENT SERVICES, LLC

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Dated:

YESENIA URIZAR

Dated:

MIREYA FLORES

Dated:

BEATRIZ MANTILLA

Dated:

OFELIA BARTOLON ARRIGA aka  
PAOLA GOMEZ

Dated: 6/23/2026

WE PACK IT ALL, LLC

Signed by:

Christopher Kuhl

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Name: Christopher Kuhl

Title: CFO

Dated: June 25, 2026

PARTNERS PERSONNEL  
MANAGEMENT SERVICES, LLC

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Signed by:

Alissa Greenwalt

858F49E42C42417...

Name: Alissa Greenwalt

Title: Senior Counsel

Dated:

SELECTIVE PERSONNEL, INC.

Name:

Title:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

6/21/2024

**SELECTIVE PERSONNEL, INC.**

Name: T. P. Tony Pizarro

Title: Chief Administrator

APPROVED AS TO FORM ONLY:

Dated: 06/18/2026

**LAVI & EBRAHIMIAN, LLP**

*Vincent Granberry*

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Joseph Lavi, Esq.  
Vincent Granberry, Esq.  
Attorneys for Yesenia Urizar, Mireya Flores,  
Beatriz Mantilla , on behalf of themselves and  
all others similarly situated

Dated: \_\_\_\_\_

**MOON LAW GROUP, P.C.**

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Kane Moon, Esq.  
Jacquelyne Vanemmerik, Esq.  
Attorneys for Ofelia Bartolon Arriaga Aka  
Paola Gomez, on behalf of herself and all  
others similarly situated

Dated: \_\_\_\_\_

**MEDINA McKELVEY, LLP**

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Timothy Nelson, Esq.  
Attorneys for Defendants We Pack It All, LLC  
and Partners Personnel – Management  
Services, LLC

Dated: \_\_\_\_\_

**LAW OFFICE OF ERIC V. LUEDTKE**

**APPROVED AS TO FORM ONLY:**

Dated: \_\_\_\_\_

**LAVI & EBRAHIMIAN, LLP**

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Joseph Lavi, Esq.  
Vincent Granberry, Esq.  
Attorneys for Yesenia Urizar, Mireya Flores,  
Beatriz Mantilla , on behalf of themselves and  
all others similarly situated

Dated: 6/18/2026 \_\_\_\_\_

**MOON LAW GROUP, P.C.**



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Kane Moon, Esq.  
Jacquelyne Vanemmerik, Esq.  
Attorneys for Ofelia Bartolon Arriaga Aka  
Paola Gomez, on behalf of herself and all  
others similarly situated

Dated: \_\_\_\_\_

**MEDINA McKELVEY, LLP**

---

Timothy Nelson, Esq.  
Attorneys for Defendants We Pack It All, LLC  
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Kane Moon, Esq.  
Jacquelyne Vanemmerik, Esq.  
Attorneys for Ofelia Bartolon Arriaga Aka  
Paola Gomez, on behalf of herself and all others  
similarly situated

Dated: June 18, 2026

**MEDINA McKELVEY, LLP**

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Timothy Nelson, Esq.  
Attorneys for Defendants We Pack It All, LLC  
and Partners Personnel – Management  
Services, LLC

Dated: \_\_\_\_\_

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Attorneys for Yesenia Urizar, Mireya Flores,  
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Dated: \_\_\_\_\_

**MEDINA McKELVEY, LLP**

\_\_\_\_\_  
Timothy Nelson, Esq.  
Attorneys for Defendants We Pack It All, LLC  
and Partners Personnel – Management  
Services, LLC

Dated: 6 - 19 - 2026

**LAW OFFICE OF ERIC V. LUEDTKE**

A handwritten signature in black ink, appearing to read "Eric Luedtke". The signature is stylized with a large, looped "L" and a trailing flourish.

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Eric V. Luedtke, Esq.  
Attorneys for Defendant Selective Personnel,  
Inc.

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

Urizar, Flores, Mantilla, & Arriaga, vs. We Pack It All, LLC, Partners Personnel - Management Services, LLC, & Selective Personnel, Inc.  
| Case No. 24STCV17688

*The Superior Court for the State of California, County of Los Angeles authorized this  
Notice. Read it carefully!*

***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit ("Action") entitled [REDACTED] for alleged wage and hour violations. The Action was filed by Yesenia Urizar, Mireya Flores, Beatriz Mantilla, and Ofelia Bartolon Arriaga aka Paola Gomez ("Plaintiffs"), who are all former employees of We Pack It All, LLC, Partners Personnel – Management Services, LLC, and/or Selective Personnel, Inc. Plaintiffs seek payment of allegedly unpaid wages, allegedly unpaid meal and rest break premiums, penalties for alleged Labor Code violations, and for other relief. Plaintiffs seek to represent a class of hourly, non-exempt employees who either were (1) directly employed by We Pack It All, LLC in California during the Class Period; (2) were employed by Partners Personnel – Management Services, LLC and were placed to work at We Pack It All, LLC during the Class Period; and (3) were employed by Selective Personnel, Inc. and were placed at We Pack It All, LLC during the Class Period. ("Class Members"). The Class Period is :

for We Pack It All, LLC (WPIA) and Partners Personnel – Management Services, LLC, from June 16, 2020, through June 16, 2026.

for Selective Personnel, Inc. (Selective), October 1, 2022, through June 16, 2026.

Plaintiffs also seek civil penalties under the California Private Attorneys General Act ("PAGA") for all hourly, non-exempt employees who worked for We Pack It All, LLC or were placed at We Pack It All, LLC by either Partners Personnel – Management Services, LLC or Selective Personnel, Inc. during the PAGA Period ("Aggrieved Employees"). The PAGA Period is: (1) for WPIA and Partners, July 16, 2023, through June 16, 2026; and  
(2) for Selective, September 25, 2024, through June 16, 2026.

For the purposes of this Notice, We Pack It All, LLC, Partners Personnel – Management Services, LLC and Selective Personnel, Inc. shall be referred to here as the "Companies."

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

Based on the Companies' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Companies' records you are not eligible for an Individual

PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on the Companies' records showing that **you worked** [redacted] **workweeks** during the Class Period and **you worked** [redacted] **pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Companies to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Companies.

If you worked for the Companies during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Companies.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Companies, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**The Companies will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                       |                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b> | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Companies that are covered by this Settlement (Released Claims). |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [REDACTED]</b></p>                                        | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. The Companies must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [REDACTED]</b></p> | <p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 below.</p>  |
| <p><b>You Can Participate in the [REDACTED] Final Approval Hearing</b></p>                                                                                                | <p>The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                    |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by [REDACTED]</b></p>                            | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Companies' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.</p>                                                                                                                                     |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of the Companies. The Actions accuse the Companies of violating California labor laws by failing to pay all overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698,

Dated: **YESENIA URIZAR**

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Dated: **MIREYA FLORES**

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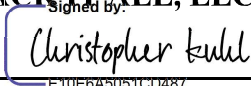
Dated: **BEATRIZ MANTILLA**

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Dated: **OFELIA BARTOLON ARRIGA aka  
PAOLA GOMEZ**

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Dated: 6/23/2026 **WE PACK IT ALL, LLC**

Signed by:  


E10E6A5051CD487...

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Name: Christopher Kuhl

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Title: CFO

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Dated: **PARTNERS PERSONNEL  
MANAGEMENT SERVICES, LLC** —

et seq.) (“PAGA”).

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

So far, the Court has made no determination whether the Companies or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and the Companies hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and the Companies have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Companies do not admit any violations or concede the merit of any claims.

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

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

- a. The Company Will Pay \$1,300,000.00 as the Gross Settlement Amount (Gross Settlement). The Companies have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, the Companies will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - i. Up to \$455,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$60,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.
  - ii. Up to \$10,000.00 as a Class Representative Award for each Plaintiff for filing the Actions, working with Class Counsel and representing the Class. A Class

Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- iii. Up to \$35,000 to the Administrator for services administering the Settlement.
- iv. Up to \$65,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment (\$42,250.00) and 35% (\$22,750.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Companies will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should

be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.

- g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Actions.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and the Companies have agreed that, in either case, the Settlement will be void: the Companies will not pay any money and Class Members will not release any claims against the Companies.
- i. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Companies or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the

#### **Class Period.**

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

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

All Participating and 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$22,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Companies' records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Companies' calculation of Workweeks and/or Pay Periods based on the Companies' records as accurate unless you send copies of

records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Companies' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as [REDACTED], and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and the Companies are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions [REDACTED] and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department [REDACTED] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything the Companies and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 24STCV17688. You can also make an appointment to personally review court documents in the Clerk's Office at the [Spring Street Courthouse] [Stanley Mosk Courthouse] by calling [(213) 310-7000] [(213) 830-0800].

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

**The Contact information for the Settlement Administrator is as follows:**

Email Address:

Mailing Address:

Telephone:

Fax Number:

**The addresses for the Parties' counsel are as follows:**

| <b>Class Counsel</b>                                                                                                                                                                                                                                                                                                       | <b>Counsel for Defendant</b>                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joseph Lavi<br>Vincent Granberry<br>Lavi & Ebrahimian, LLP<br>8889 W. Olympic Blvd., Suite 200<br>Beverly Hills, CA 90211<br>Tel.: (310) 432-0000<br>Fax: (310) 432-0001<br>E-Mail: <a href="mailto:jlavi@lelawfirm.com">jlavi@lelawfirm.com</a><br><a href="mailto:vgranberry@lelawfirm.com">vgranberry@lelawfirm.com</a> | Timothy Nelson<br>Medina McKelvey LLP<br>925 Highland Pointe Drive, Suite 300<br>Roseville, CA 95678<br>Tel.: (916) 960-2211<br>E-Mail: <a href="mailto:tim@medinamckelvey.com">tim@medinamckelvey.com</a><br><br>Eric V. Luedtke<br>Law Office of Eric V. Luedtke<br>3230 E. Imperial Highway, Suite 208<br>Brea, CA 92821-6746<br>Tel.: (714) 579-1700<br>E-Mail: <a href="mailto:eluedtkelaw@aol.com">eluedtkelaw@aol.com</a> |

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

#### **11. WHAT IF I CHANGE MY ADDRESS?**

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