PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement" or "Settlement") is entered into by and between Colton Ray ("Plaintiff"), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Papé Machinery, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.) (together, "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) On August 27, 2024, Blackstone Law, APC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendants to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of/seeking penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1047759-24;

(b) On November 4, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.*, commencing a representative action under PAGA against Defendants, entitled *Ray v. Papé Machinery, Inc. et al.*, Humboldt County Superior Court Case No. CV2402126 ("Action").

(c) On May 14, 2025, the Parties mediated the Action with Brandon McKelvey, Esq., and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety (settlement occurred on May 19, 2025);

(d) On November 4, 2025, Plaintiff's Counsel submitted an amended letter on behalf of Plaintiff to the LWDA and Defendants to clarify that the claims are against The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.). The August 27, 2024 and November 4, 2025 letters to the LWDA are together referred to as the "PAGA Notice";

(e) Plaintiff agrees to file a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative Complaint") to also clarify that the claims are against The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.);

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) Defendants shall pay the maximum gross sum of One Million Two Hundred Eighty-Nine Thousand Dollars and Zero Cents ($1,289,000.00) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(a) below), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, which is Four Hundred Fifty One Thousand One Hundred Fifty Dollars and Zero Cents ($451,150.00), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) A service award of up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("Service Award") to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Twelve Thousand Two Hundred Fifty Dollars and Zero Cents ($12,250.00) ("Settlement Administration Costs") to ILYM Group, Inc. ("Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Sixty-five percent (65%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining thirty-five percent (35%) will be distributed to all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period August 27, 2023 to July 18, 2025 is the "PAGA Period." The thirty-five percent (35%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

(6) The Aggrieved Employees are estimated to consist of approximately 1,742 individuals who worked approximately 48,075 two-week pay periods during the period August 27, 2023 to March 15, 2025. If the actual number of Pay Periods (as defined in Section 5(b) below) is more than ten percent (10%) above 48,075 (i.e., is greater than 52,883 Pay Periods),

the Defendants shall have the option to either: 1) proportionally increase the Gross Settlement Amount according to the following formula: Total Number of Pay Periods divided by 52,883 multiplied by the Gross Settlement Amount; or 2) shorten the PAGA Period to the date at which the Pay Periods reach 48,075.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Service Award, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **Approval and Implementation of the PAGA Settlement and Dismissal of the Class Action.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Barbara A. Blackburn and Rachel E. Simons of Littler Mendelson P.C. ("Defendants' Counsel") for review. Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable. As part of this Settlement Agreement, Plaintiff also agrees to dismiss without prejudice Case No. CV2401642, entitled *Colton Ray v. Papé Machinery, Inc.; The Papé Group Inc.; and DOES 1 through 25* (the "Class Action"), which was also filed in the Humboldt County Superior Court. The Parties agree to cooperate to submit whatever the Court requires to effectuate dismissal of the Class Action.

The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void. Should the Court not approve dismissal of the Class

Action, Plaintiff agrees to stipulate to individual arbitration of the claims asserted in the Class Action.

5. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Effective Date. The "Effective Date" is defined as (a) the last date to appeal the Order and Judgment by the Court and no appeal is filed; or (b) if an appeal is filed, reviewed, or writ is sought from the Order and Judgment, the day after the Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order and Judgment is no longer subject to further judicial review. If the date by which payment by Defendants is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 35% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of two-week pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s). If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable *cy pres* recipient(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Service Award to Plaintiff.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California with Respect to the Aggrieved Employees.**

(a) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendants Papé Material Handling, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé

Properties, Inc.), and each of their parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of/seeking penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, "Released Claims").

(b) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff has or may have as of the date of execution of this Settlement Agreement, including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiff's employment and/or separation of employment with Defendants. With respect to those claims released by Plaintiff in his individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

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

7. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

9. **Confidentiality.** Plaintiff's Counsel agrees to discuss the terms of this Settlement Agreement only in filings in the Action as required to approve the Settlement and in discussions with Aggrieved Employees or the Settlement Administrator in the context of administering this Settlement Agreement. Plaintiff's Counsel will not discuss the Settlement with any third parties or otherwise publicize the Settlement in any manner, including but not limited to, on any website or platform. Plaintiff's Counsel will not use any information about the identities, contact information, or other data provided about the Aggrieved Employees in the Action other than for purposes of the Action. Notwithstanding the foregoing, Plaintiff's Counsel will make any and all disclosures to the LWDA pursuant to PAGA. Additionally, nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement Agreement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience. The Parties agree that this Settlement Agreement is otherwise confidential until the settlement approval motion is filed.

10. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Brandon McKelvey, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the

Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF COLTON RAY

Dated: 02/18/2026

CR

Colton Ray

DEFENDANT PAPÉ MACHINERY, INC.

Dated: 3/2/26

Full Name: Seth Smythe

Title: VP

On behalf of Papé Machinery, Inc.

DEFENDANT THE PAPÉ GROUP, INC.

Dated: 3/2/26

Full Name: Seth Smythe

Title: EVP + CLO

On behalf of The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.)

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 02/18/2026

Jasmine Kianfard

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jasmine Y. Kianfard
Attorneys for Plaintiff Colton Ray

LITTLER MENDELSON P.C.

Dated: March 2, 2026

Barbara A. Blackburn
Rachel E. Simons
Attorneys for Defendants Papé Machinery, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.)

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Ray v. Papé Machinery, Inc., et al.*,
Humboldt County Superior Court Case No. CV2402126

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court Case No. CV2402126 ("Action").

The lawsuit was filed on November 4, 2024 and amended on ________, 2025 by Colton Ray ("Plaintiff") against his former employers Papé Machinery, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.) (together, "Defendants"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on August 27, 2024 and November 4, 2025, Plaintiff submitted letters to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1047759-24 (together, the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period August 27, 2023 to July 18, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

"Released Parties" means Defendants Papé Material Handling, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.), and each of their parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

"Released Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of/seeking penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].