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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

NORMA MARTINEZ, individually, and on
 behalf of all others similarly situated,

Plaintiff,

v.

FLUIDMASTER, INC., a California
 corporation; and DOES 1 through 10, inclusive

Defendants.

Case No. 30-2025-01485295-CU-OE-CXC

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT
 AGREEMENT**

Complaint: August 23, 2024
 First Amended Complaint: November 19, 2024
 Second Amended Complaint: February 11, 2026
 Trial date: Not set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Norma Martinez and Defendant Fluidmaster, Inc. (collectively, “the Parties”).

1. DEFINITIONS.

1.0. “Action” means *Norma Martinez v. Fluidmaster, Inc.*, Superior Court of the State of California, County of Orange, Case No. 30-2025-01485295-CU-OE-CXC.

1.1. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved 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.

1.3. “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees as defined herein.

1.4. “Class Counsel” means Moon Law Group, PC.

1.5. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.

1.6. “Class Counsel Litigation Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$17,000.00.

1.7. “Class Data” means certain identifying information of Class Members in Defendant’s possession, specifically Class Members’ names, last-known mailing addresses, available Social Security numbers, and number of Class Period Workweeks and PAGA Pay Periods.

1.8. “Class Member” means a member of the Class, as either a Participating Class Member or

Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a member of the PAGA Group).

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member or PAGA Group member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.11. “Class Period” means the period from August 23, 2020, through October 18, 2025.

1.12. “Class Representative” means the named Plaintiff in the Action, Norma Martinez, seeking Court approval to serve as a class representative.

1.13. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for initiating and providing services in support of the Action, not to exceed \$5,000.00.

1.14. “Court” means the Superior Court of the State of California, County of Orange.

1.15. “Defendant” means the named Defendant, Fluidmaster, Inc.

1.16. “Defense Counsel” means Pillsbury Winthrop Shaw Pittman LLP.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member(s) objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; (ii) if one or more Participating Class Members objects to the

Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or
(iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms
the Judgment and issues a remittitur.

1.18. “Final Approval Order” means the Court’s Order Granting Final Approval of the
Settlement.

1.19. “Final Approval Hearing” means the Court’s Hearing on Plaintiff’s Motion for Final
Approval of the Settlement.

1.20. “Gross Settlement Amount” means \$225,000.00, the total non-reversionary amount
Defendant agrees to pay under the Settlement, except as provided in Sections 3.0 and 7.0
below. The Gross Settlement Amount will pay Individual Class Payments, Individual
PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class
Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the
Administration Expenses Payment.

1.21. “Individual Class Payment” means a Participating Class Member’s pro rata share of the
Net Settlement Amount calculated according to the number of Workweeks he or she
worked during the Class Period, calculated solely and exclusively to effectuate Settlement
of this Action.

1.22. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of
the PAGA Settlement calculated according to the number of PAGA Pay Periods he or she
worked during the PAGA Period and calculated solely and exclusively to effectuate
Settlement of this Action.

1.23. “Judgment” means the Judgment entered by the Court based upon the Final Approval
Order.

1.24. “LWDA” means the California Labor and Workforce Development Agency.

1.25. “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA under
Labor Code § 2699(m).

1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following
payments in the amounts approved by the Court: the Individual PAGA Payments, the

LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27. “Non-Participating Class Member” means a Class Member who requests to be excluded from Class Settlement by sending the Administrator a valid and timely Request for Exclusion as described in Section 6.12.1.

1.28. “Objection Form” means the form provided by the Parties for a Class Member to submit a written Objection regarding the Class Settlement, as described in Section 6.12.3. The Objection Form is attached hereto as **Exhibit C**. The Objection Form will be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit C** and incorporated by reference into this Agreement.

1.29. “Request for Exclusion Form” means the form provided by the Parties for a Class Member to submit a Request for Exclusion from the Class Settlement as described in Section 6.12.1. The Request for Exclusion Form is attached hereto as **Exhibit B**. The Request for Exclusion Form will be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit B** and incorporated by reference into this Agreement.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from August 22, 2023, through the date the Class Period ends.

1.32. “PAGA” means the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*

1.33. “PAGA Group” or “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

1.34. “PAGA Notice” means Plaintiff’s August 22, 2024, Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a)(1)(A), as amended by the notice sent on January 30,

2026.

1.35. “PAGA Penalties” means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$20,000.00, allocated 35% to the Aggrieved Employees (\$7,000.00) and 65% to LWDA (\$13,000.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.

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

1.37. “Plaintiff” means Norma Martinez, the named Plaintiff in the Action.

1.38. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Class Settlement.

1.39. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.

1.40. “Released Class Claims” means the claims being released as described in Section 5.1.

1.41. “Released PAGA Claims” means the claims being released as described in Section 5.2.

1.42. “Released Parties” means Defendant Fluidmaster, Inc., and each of its former, present, and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert with any of them that could be considered to have jointly employed the Settlement Class Members or PAGA Group (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees).

1.43. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement.

1.44. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Class

Settlement; (b) fax, email, or mail a written Objection to the Settlement; or (c) fax, email, or mail a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods allocated to the Class Member or PAGA Group member. The Response Deadline for Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment. “Class Settlement” means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. “PAGA Settlement” means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

1.46. “Workweek” means any week during which a Participating Class Member worked for Defendant at least one day during the Class Period.

2. **RECITALS.**

2.0. On August 23, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201–203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

2.1. On August 22, 2024, pursuant to Labor Code § 2699.3(a)(1)(A), Plaintiff provided written notice to the LWDA and Defendant by sending the PAGA Notice.

2.2. On November 19, 2024, Plaintiff filed a First Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA (Cal. Lab. Code § 2699, *et seq.*).

2.3. On August 19, 2025, the Parties participated in a mediation presided over by experienced

wage-and-hour mediator, Hon. Carl West (Ret.), which led to this Agreement to settle the Action (the “Mediation”). During the Mediation, Plaintiff also raised for the first time allegations relating to Defendant’s adoption of an Alternative Workweek Schedule (“AWS”) with respect to certain employees during the Class Period and/or PAGA Period. Specifically, Plaintiff alleged that Defendant failed to properly implement and accurately report the adoption of alternative workweek schedules and failed to pay Class Members subject to such schedules all wages owed.

2.4. Pursuant to the Mediation and this Agreement, Plaintiff agreed to amend the PAGA notice previously sent to the LWDA and to file a Second Amended Complaint to add additional causes of action and allegations associated with or arising from the AWS allegations raised for the first time during the Mediation.

2.5. Accordingly, on January 30, 2026, Plaintiff sent an amended PAGA Notice to the LWDA, and on February 2, 2026, the Parties filed a Joint Stipulation requesting Plaintiff’s leave to file a Second Amended Complaint. On February 5, 2026, the Court granted the Joint Stipulation. Plaintiff thereafter filed the Second Amended Complaint on February 11, 2026 (the “Operative Complaint”).

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

2.7. The Parties conducted investigation and discovery of the facts and law after the Action was filed and before the mediation through informal discovery. Defendant produced as part of the confidential mediation process documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks, along with payroll, timekeeping, and operational policies. As part of Defendant’s production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks and

PAGA Pay Periods. The Parties' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008).

2.8. The Court has not granted class certification.

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

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Section 7.0 below, Defendant will pay \$225,000.00, and no more, as the Gross Settlement Amount and will separately pay all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Section 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. 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 Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the

1 Net Settlement Amount. The Administrator will pay the Class Representative
2 Service Payment using IRS Form 1099. Plaintiff shall be solely and legally
3 responsible for paying any applicable taxes on this payment and shall hold
4 Defendant harmless from any claim or liability for taxes, penalties, or interest
5 arising as a result of the payment. Defendant makes no representations as to the
6 tax treatment or legal effect of the payment called for herein, and Plaintiff is not
7 relying on any statement or representation by Defendant or its counsel in this
8 regard.

9 3.1.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
10 the Gross Settlement Amount, which is currently estimated to be \$75,000.00, and
11 a Class Counsel Litigation Expenses Payment of not more than \$17,000.00.
12 Defendant will not oppose requests for these payments provided that they do not
13 exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for Class
14 Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later
15 than sixteen (16) court days prior to the Final Approval Hearing. If the Court
16 approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses
17 Payment less than the amounts requested, the Administrator will allocate the
18 remainder to the Net Settlement Amount. Released Parties shall have no liability
19 to Class Counsel or any other Plaintiff's Counsel arising from any claim related to
20 any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation
21 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
22 and Class Counsel Litigation Expenses Payment using one or more IRS 1099
23 Forms. Class Counsel assumes full responsibility and liability for taxes owed on
24 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
25 Payment and holds Defendant harmless, and indemnifies Defendant, from any
26 dispute or controversy regarding any division or sharing of any of these Payments.

27 3.1.3. To the Administrator: An Administration Expenses Payment not to exceed
28 \$5,250.00, except for a showing of good cause and as approved by the Court. To

the extent the administration expenses are less, or the Court approves payment less than \$5,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.1.4. 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.

3.1.4.1. Tax Allocation of Individual Class Payments. Twenty percent (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. Eighty percent (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.

3.1.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members. 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.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.1.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000.00) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.1.5.2. 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-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) business days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the

1 National Change of Address Database. The face of each check shall prominently
2 state the date the check will be voided. Each check will be voided 180 days after
3 the date of mailing (“void date”). The Administrator will cancel all checks not
4 cashed by the void date. The Administrator will send checks for Individual Class
5 Payments to all Participating Class Members, including those for whom a Class
6 Notice was returned undelivered. The Administrator will send checks for
7 Individual PAGA Payments to all Aggrieved Employees, including Non-
8 Participating Class Members who qualify as Aggrieved Employees and those
9 Aggrieved Employees for whom a Class Notice was returned undelivered. The
10 Administrator may send Participating Class Members who are also Aggrieved
11 Employees a single check combining the Individual Class Payment and
12 Individual PAGA Payment.

13 4.1.2. No later than seven (7) calendar days after receiving a returned check, the
14 Administrator must re-mail checks to the USPS forwarding address provided or
15 to an address ascertained through the Class Member Address Search for Class
16 Members and Aggrieved Employees whose checks are returned undelivered
17 without a USPS forwarding address. Thereafter, the Administrator need not take
18 further steps to deliver checks to Class Members or Aggrieved Employees whose
19 re-mailed checks are returned as undelivered. The Administrator shall promptly
20 send a replacement check to any Class Member or Aggrieved Employee whose
21 original check was lost or misplaced and who requests the replacement before the
22 void date.

23 4.1.3. For any Class Member whose Individual Class Payment check or for any
24 Aggrieved Employee whose Individual PAGA Payment check is uncashed and
25 cancelled after the void date, the Administrator shall transmit the funds
26 represented by such checks to the California Controller’s Unclaimed Property
27 Fund in the name of the Class Member or Aggrieved Employee thereby leaving
28 no “unpaid residue” in accordance with the requirements of California Code of

Civil Procedure Section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against the Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouses (if any), representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands she is releasing potentially unknown claims, and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party.

5.0.1. The Parties understand the word "claim(s)" to include all causes of actions,

lawsuits, proceedings, complaints, claims, charges, debts, contracts, judgments, damages, attorney's fees, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant, including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim against Defendant (collectively, "Plaintiff's Released Claims").

5.0.2. Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement. With respect to her claims for workers' compensation benefits, Plaintiff acknowledges she filed a workers' compensation claim alleging cumulative trauma injuries from November 28, 2022 to June 7, 2024, during her employment with Fluidmaster from November 21, 2022 through June 7, 2024, which has been assigned the case number WCAB No. ADJ19439122. Plaintiff represents that, other than the injuries identified in the referenced pending workers' compensation claim or in her Individual Claims settled herein, she has not otherwise suffered or sustained any other work-related injuries or disease during her employment with any Released Parties and all such injuries have already been reported to Defendant. Plaintiff also represents that she is not aware of any facts supporting a claim for workers' compensation retaliation under California Labor Code Section 132a, and that she has no intent to file such a claim.

5.0.3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of Section 1542 of the 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.

5.1. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to properly implement and accurately report the adoption of alternative workweek schedules and to pay employees subject to such schedules all wages owed, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

5.2. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, including,

but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to properly implement and accurately report the adoption of alternative workweek schedules and to pay employees subject to such schedules all wages owed, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the “Released PAGA Claims”), arising during the PAGA Period.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly 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 and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.1. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the 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 the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information as defined in Section 1.7, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after its 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 USPS. If 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 the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the forty-five days (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are 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, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

6.5. Requests for Exclusion and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (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 the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), 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 the Requests for Exclusions and attach copies of all Requests for Exclusion and Objections received.

6.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with

all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 1.468B-1.

6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator

1 will also maintain and monitor an email address and toll-free telephone number to receive
2 Class Member calls, faxes, and emails.

3 6.12. Class Members' Options.

4 6.12.1. Requests for Exclusion. Each Class Member shall have forty-five (45) calendar
5 days after the Administrator mails the Class Notice (plus an additional ten (10)
6 calendar days for Class Members whose Class Notice is re-mailed) to exclude
7 themselves from the Class Settlement. A Class Member may exclude himself or
8 herself from the Class Settlement by emailing, faxing, or mailing a Request for
9 Exclusion to the Administrator by either using the Request for Exclusion Form
10 attached hereto as **Exhibit B**, or by submitting another written communication
11 requesting exclusion that contains all required information for a Request for
12 Exclusion. The Request for Exclusion must be valid and timely. To be valid, the
13 Request for Exclusion must (1) include the Class Member's full name, address,
14 telephone number, signature, and a simple written statement requesting to be
15 excluded from the Class Settlement; (2) state the case name and number of the
16 Action; and (3) be emailed, faxed, or mailed to the specified contact information
17 for the Administrator. To be timely, the Request for Exclusion must be made no
18 later than the Response Deadline; if the Request for Exclusion is sent by mail, it
19 must be postmarked no later than the Response Deadline and the postmark date
20 will be the exclusive means of determining whether a Request for Exclusion has
21 been timely submitted. A Class Member who does not submit a valid and timely
22 Request for Exclusion will be deemed a Participating Class Member and will be
23 bound by all terms of the Settlement if it is granted Final Approval. If a Class
24 Member's Request for Exclusion is timely but invalid, according to the
25 requirements listed herein, that Class Member will be allowed to cure the
26 defect(s). The Administrator will mail the Class Member a cure letter within three
27 (3) business days of receiving the defective submission to advise the Class
28 Member that his or her submission is defective and that the defect must be cured
to render the Request for Exclusion valid. The Class Member will have until the

1 later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date
2 of the cure letter, whichever date is later, to postmark the revised Request for
3 Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt
4 to resolve any Class Member disputes on the validity or timeliness of a Request
5 for Exclusion. However, the Court has the final authority to make decisions
6 consistent with the terms of this Agreement on the validity or timeliness of a
7 Request for Exclusion. The Court's decision shall be final and not appealable or
8 otherwise susceptible to challenge.

9 6.12.1.1. Every Class Member who does not submit a timely and valid
10 Request for Exclusion is deemed to be a Participating Class Member under
11 this Agreement, entitled to all benefits and bound by all terms and
12 conditions of the Settlement, including the Participating Class Members'
13 Release under Section 5.1 of this Agreement, regardless of whether the
14 Participating Class Member actually receives the Class Notice or objects
15 to the Settlement.

16 6.12.1.2. Every Class Member who submits a valid and timely Request for
17 Exclusion is a Non-Participating Class Member and shall not receive an
18 Individual Class Payment or have the right to object to the Class
19 Settlement. Because future PAGA claims are subject to claim preclusion
20 upon entry of the Judgment, Non-Participating Class Members who are
21 Aggrieved Employees are deemed to release the claims identified in
22 Section 5.2 of this Agreement and are eligible for an Individual PAGA
23 Payment.

24 6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
25 five (45) calendar days after the Administrator mails the Class Notice (plus an
26 additional ten (10) calendar days for Class Members whose Class Notice is re-
27 mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
28 allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A

Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or PAGA Pay Periods to the Administrator via fax, email, or mail. The Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be made no later than the Response Deadline; if the Challenge to Calculation of Workweeks and/or PAGA Pay Periods is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Members to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. 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 of the challenges. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge.

6.12.3. Objections to Settlement. Each Participating Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Only Participating Class Members may send

written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection Form to the Administrator, either by using the Objection Form attached hereto as **Exhibit C**, or by sending another written communication that contains the required information for a Written Objection. The written Objection must be valid and timely. To be valid, the written Objection must: (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be emailed, faxed, or mailed to the specified contact information for the Administrator. To be timely, the written Objection must be made no later than the Response Deadline; if the Objection is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE

7.0. The Gross Settlement Amount ("GSA") is based on an understanding of approximately 8,290 Workweeks at issue during the period from August 23, 2020 through August 1, 2025. Should the number of Workweeks increase more than 10% greater than this figure during the Class Period, Defendant agrees to either 1) increase the GSA on a proportional basis by the amount by which it exceeds 10% (*i.e.*, if there was a 11% increase in the

number of Workweeks during the Class Period, Defendant would increase the GSA by 1%), or 2) shorten the Class Period such that it ends on the date that the number of Workweeks reaches 9,119, in which case Defendant will not be required to pay any additional amount. Defendant agrees to be prepared to inform the Court of its election at the Preliminary Approval Hearing.

8. DEFENDANT'S RIGHT TO WITHDRAW.

8.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all reasonably-incurred settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Defense Counsel will cooperate in finalizing the Motion for Preliminary Approval and will have an opportunity to approve the documents before their filing.

9.0. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes appropriate analysis of the Settlement and a request for approval of the PAGA Settlement under Labor Code Section 2699, subdivision (s)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any

1 data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
2 potential conflicts of interest with Class Members; and the nature and extent of any financial
3 relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from
4 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to
5 any actual or potential conflicts of interest with Class Members, and/or the Administrator;
6 (vi) a signed declaration from Class Counsel attesting to its competency to represent the
7 Class Members; and its timely transmission to the LWDA of all necessary PAGA documents
8 (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699,
9 subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vii) all other facts
10 relevant to any actual or potential conflict of interest with Class Members, the Administrator.
11 In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any
12 other pending matter or action asserting claims that will be extinguished or adversely
13 affected by the Settlement.

14 9.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
15 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days
16 after the full execution of this Agreement (with Class Counsel giving all documents to
17 Defense Counsel for review at least 14 days prior to the filing date provided here); obtaining
18 a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to
19 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
20 delivering the Court's Preliminary Approval to the Administrator.

21 9.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together by meeting in person or by telephone, and
24 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval
25 or conditions Preliminary Approval on any material change to this Agreement, Class
26 Counsel and Defense Counsel will expeditiously work together by meeting in person or by
27 telephone and in good faith to modify the Agreement and otherwise satisfy the Court's
28 concerns.

1 **10. FINAL APPROVAL.**

2 10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared
3 Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement
4 that includes a request for approval of the PAGA Settlement under Labor Code Section
5 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide
6 drafts of these documents to Defense Counsel not later than ten (10) days before filing the
7 Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet
8 and confer in person or by telephone, and in good faith, to resolve any disagreements
9 concerning the Motion for Final Approval.

10 10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by
11 a Participating Class Member, including the right to file responsive documents in Court no
12 later than five (5) court days before the Final Approval Hearing, or as otherwise ordered
13 or accepted by the Court.

14 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
15 on any material change to the Settlement, including, but not limited to, the scope of release
16 to be granted by Class Members, the Parties will expeditiously work together in good faith
17 to address the Court's concerns by revising the Agreement as necessary to obtain Final
18 Approval. The Court's decision to award less than the amounts requested for the Class
19 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
20 Service Payment, and/or Administration Expenses Payment shall not constitute a material
21 modification to the Agreement within the meaning of this Paragraph.

22 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
23 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely
24 for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted
26 by law.

27 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, specifically including the Class Counsel Fees and Class

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate 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 Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

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

12. **ADDITIONAL PROVISIONS.**

12.0. **Entire Agreement.** This Agreement and the attached **Exhibits A, B, and C** constitute the entirety of the Parties' settlement terms.

12.1. **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void but remains protected by California Evidence Code Section 1152.

12.2. **Class Certification or Representative Manageability for Other Purposes.** The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action

will have no bearing on and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

12.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached Exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties,

covenants, or inducements made to or by any Party.

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

12.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

12.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

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

12.11. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230

(31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

12.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code Section 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. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

12.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure Section 664.6.

12.23. 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 California Code of Civil Procedure Section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

[Signatures on the following page.]

Plaintiff & Settlement Representative:

Dated: 3/23/2026

By:

DocuSigned by:
Norma Martinez
E06 80 FB 8F37A499

Norma Martinez

Plaintiff's Counsel:

MOON LAW GROUP, P.C.

Dated: 3/5/2026

By:

Kane Moon
Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson
Attorneys for Plaintiff Norma Martinez

Defendant & Defendant's Representative:

Dated: 04/18/2026

By:

[Signature]
Title: Chief Executive Officer
On behalf of Defendant Fluidmaster, Inc.

Defendant's Counsel:

PILLSBURY WINTHROP SHAW PITTMAN LLP

Dated: 04/20/2026

By:

Stacie D. Yee
Stacie D. Yee
Madison Kim
Attorneys for Defendant Fluidmaster, Inc.

Exhibit A

COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Norma Martinez v. Fluidmaster, Inc.

Superior Court of the State of California, County of Orange, Department CX-103

Case No. 30-2025-01485295-CU-OE-CXC

In the class and representative action entitled *Norma Martinez v. Fluidmaster, Inc.*, Superior Court of the State of California, County of Orange, Case No. 30-2025-01485295-CU-OE-CXC (the “Action”), Plaintiff Norma Martinez (“Plaintiff”) alleges Defendant Fluidmaster, Inc. (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

In the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee. “Class Members” means all current and former hourly-paid or non-exempt employees of Defendant in California employed at least one day during the period from August 23, 2020, through October 18, 2025 (the “Class Period”). “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California employed at least one day during the period from August 22, 2023, through October 18, 2025 (the “PAGA Period”).

The Settlement has two parts: (1) a Class Settlement whereby Defendant funds Individual Class Payments to resolve the Released Class Claims (the “Class Settlement”) and (2) a PAGA Settlement whereby Defendant funds Individual PAGA Payments and pays penalties to the LWDA to resolve the Released PAGA Claims (the “PAGA Settlement”).

Based on Defendant’s 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 records show you didn’t work during the PAGA Period and so you are not eligible for an Individual PAGA Payment.) These estimates are based on records showing **you worked [REDACTED] workweeks during the Class Period and [REDACTED] pay periods during the PAGA Period**. If you believe that you worked more workweeks during the Class Period and/or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See **Section IV** of this Notice.

Your legal rights are affected whether you act or not. 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment requiring Defendant to make payments under the Settlement, and Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	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 rights to assert claims defined in <u>Sections V and VI</u> against Defendant that are covered by the Settlement.
You Can Request to be Excluded from the Class Settlement but not the PAGA Settlement The Request for Exclusion Deadline is [REDACTED]	If you do not want to participate in the proposed Class Settlement, <u>then you need to follow the instructions in Section VII</u>, which details how you can request to be excluded from the Class Settlement. If you exclude yourself from the Class Settlement, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. You also will not give up any of your Released Class Claims against the Released Parties <u>defined in Section V</u>. You also cannot object to the Class Settlement. You cannot request to be excluded from the proposed PAGA Settlement. If the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims defined in Section VI, even if you exclude yourself from the Class Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	Class Members who do not request to be excluded from the Class Settlement ("Participating Class Members") can object to the proposed Class Settlement. The Court's decision whether to approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section VIII</u>. If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you may. See <u>Section IX</u> of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your payments (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with the number of Class Period workweeks and/or PAGA Period pay periods, you must challenge it by [REDACTED]. See <u>Section IV</u> of this Notice.

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I. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about: (1) the Action; (2) the monetary terms of the Settlement; (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Class Settlement; (4) your estimated Individual PAGA Payment (if any); (5) the terms of the Settlement, including the claims that are being released; (6) how to participate in, exclude yourself from, or object to the Class Settlement; and (7) where to find additional information regarding the Action and Settlement.

II. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to properly implement and accurately report the adoption of alternative workweek schedules and failed to pay Class Members subject to such schedules all wages owed; (4) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (5) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (6) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (7) failed to timely pay Class Members all compensation due upon termination or resignation; (8) failed to provide Class Members accurate itemized wage statements; (9) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (10) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

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

The Court has not ruled on the merits of the claims alleged by Plaintiff. Plaintiff and Defendant hired an experienced, retired judge for a mediation in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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) the Settlement is in the best interests of the Class Members. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this

question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

IV. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

1. Without admitting wrongdoing, and to avoid business disruptions caused by litigation, Defendant has agreed to pay \$225,000.00 as the Gross Settlement Amount (“Gross Settlement”) to settle the Action. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, and the deductions described below. 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.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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:
 - a. An Administrator Expenses Payment not to exceed \$5,250.00 for reimbursement of the Administrator’s reasonable fees and expenses;
 - b. A Class Representative Service Payment not to exceed \$5,000.00 to the Class Representative for her services in support of the Action;
 - c. PAGA Penalties in the amount of \$20,000.00 allocated 65% to the LWDA (\$13,000.00) and 35% to Individual PAGA Payments to Aggrieved Employees (\$7,000.00) based on their pay periods during the PAGA Period;
 - d. A Class Counsel Litigation Expenses Payment not to exceed \$17,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
 - e. A Class Counsel Fees Payment not to exceed \$75,000.00 to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

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

3. Net Settlement Amount. The amount remaining from the Gross Settlement after the above deductions is called the “Net Settlement Amount.”
4. 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 Class Period workweeks and/or PAGA Period pay periods, mail and remail Settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is as follows:

Administrator
Address
Email
Fax

5. Individual Class Payment Calculation. The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

- a. The Administrator will determine the number of weeks each Participating Class Member was engaged in any productive work activity for Defendant for which they were paid as a non-exempt employee, not including paid time off or leaves of absence, during the Class Period (“Workweeks”);
 - b. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
 - c. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.
6. Individual PAGA Payment Calculation. A total of \$20,000.00 of the Gross Settlement has been allocated to PAGA Penalties. Of this amount, 65% (*i.e.*, \$13,000.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (*i.e.*, \$7,000.00) will be paid on a pro rata basis to Aggrieved Employees and calculated as follows:
- a. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);
 - b. The Administrator will determine the value of a single PAGA Pay Period by dividing the amount of PAGA Penalties allocated to the Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
 - c. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.
7. Workweek Challenges. The number of Class Period Workweeks and/or PAGA Pay Periods credited to you is stated on the first page of this Notice. You may challenge the allocation by signing and sending a letter that challenges the calculation of Class Period Workweeks and/or PAGA Pay Periods to the Administrator (“Challenge”) via fax, email, or mail. Your Challenge should (1) contain your full name, address, telephone number, signature, and the case name and number of the Action (*i.e.*, *Norma Martinez v. Fluidmaster, Inc.*, Superior Court of the State of California, County of Orange, Case No. 30-2025-01485295-CU-OE-CXC); (2) clearly state the number of Class Period Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Class Period Workweeks and/or PAGA Pay Periods (*i.e.*, pay stubs or other records). Your Challenge must be made on or before [Response Deadline] and returned to the Administrator at the addresses listed above. If your Challenge is sent by mail, the postmark date will be the exclusive means of determining whether the Challenge has been timely submitted.

The Administrator will resolve your Challenge based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

8. Tax Owed on Payments to Class Members.

- a. Individual Class Payment: The Individual Class Payment, for tax purposes, is allocated as twenty percent (20%) to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages is subject to withholdings and will be reported on an IRS form W-2. The remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099.
- b. Individual PAGA Payment: The Individual PAGA Payment is counted as penalties rather than wages for tax purposes and reported on an IRS form 1099.
- c. Defendant’s Payment: In addition to the Gross Settlement, Defendant will pay all employer payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are

responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

9. Payment.

- 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 does not request to be excluded), including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
- b. Non-Participating Class Members: The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who requests to be excluded from the Class Settlement.

10. Need to Promptly Cash Payment Checks. Checks will be valid for **one hundred and eighty (180) days**. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Unclaimed Property Fund. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their Settlement checks.**

Your check will be sent to the same address as this Notice. If you change your address, notify the Administrator as soon as possible based on the Administrator's contact information provided above.

11. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the Settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. In either case, the Settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.

V. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes, Plaintiff, Participating Class Members, and Aggrieved Employees will be legally barred from asserting any of the claims released under the Settlement. This means that unless you submitted a valid and timely request for exclusion to exclude yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against the Released Parties defined below for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

“Released Parties” means Defendant Fluidmaster, Inc., and each of its former, present, and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert with any of them that could be considered to have jointly employed the Settlement Class Members or Aggrieved Employees (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees).

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 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release Released Parties from the Released Class Claims. “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the “Operative Complaint,” which refers to

the Second Amended Complaint filed in the Action on February 11, 2026, arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to properly implement and accurately report the adoption of alternative workweek schedules and to pay employees subject to such schedules all wages owed, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq., and statutory waiting time penalties based on the foregoing.

VI. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Aggrieved Employees, including Plaintiff, will be barred from asserting PAGA claims against the Defendant, 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 request to be excluded from the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement. Released Parties is defined in **Section V** of this Notice, above.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns fully and finally release and discharge the Released Parties from the Released PAGA Claims. "Released PAGA Claims" means any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice including, but not limited to, failure to pay minimum wages, failure to properly implement and accurately report the adoption of alternative workweek schedules and to pay employees subject to such schedules all wages owed, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements arising during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT REQUEST TO BE EXCLUDED FROM THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY REQUEST TO BE EXCLUDED FROM THE CLASS SETTLEMENT.

VII. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member with respect to the release of the Released Class Claims, but you are not able to exclude yourself from the Settlement as an Aggrieved Employee. If you wish to exclude yourself from the Class and not release the Released Class Claims, you must submit a valid and timely request for exclusion. You may do so by completing and returning the Request for Exclusion Form included with this Notice, or by submitting another written communication requesting exclusion with the information set forth below.

To be valid, the request for exclusion must (1) include your full name, address, telephone number, and signature, and a simple written statement requesting to be excluded from the Settlement; and (2) state the case name and number of the Action (*i.e.*, *Norma Martinez v. Fluidmaster, Inc.*, Superior Court of the State of California, County

of Orange, Case No. 30-2025-01485295-CU-OE-CXC); and (3) be emailed, faxed, or mailed to the Administrator, whose contact information is listed in **Section IV** of this Notice, above.

To be timely, the request for exclusion must be transmitted or postmarked (if mailed) no later than the **[Response Deadline]**. If the request for exclusion is sent by mail, the postmark date will be the exclusive means of determining whether a request for exclusion has been timely submitted. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion.

If your request for exclusion is not valid and timely, you will be treated as a Participating Class Member, participating fully in the Class Settlement. This means you will be bound by the Final Judgment upon Final Approval.

Class Members who request to be excluded from the Class Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a request for exclusion.

VIII. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Class Settlement or any term thereof; and/or (2) mail, fax, or email a written objection to the Administrator, whose contact information is listed in **Section IV** of this Notice, above. A written objection may be submitted using the Objection Form included with this Notice, or by sending another written communication stating your objection. Any written objection must be valid and timely.

To be valid, the written objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (*i.e.*, *Norma Martinez v. Fluidmaster, Inc.*, Superior Court of the State of California, County of Orange, Case No. 30-2025-01485295-CU-OE-CXC); and (3) be emailed, faxed, or mailed to the Administrator.

To be timely, the written objection must be transmitted or postmarked (if mailed) no later than the **[Response Deadline]**. If the written objection is sent by mail, the postmark date will be the exclusive means of determining whether a written objection has been timely submitted.

Filing an objection will **not** exclude you from the Class Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an objection and request for exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Class Settlement and do not need to take any further action to receive a payment.

IX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

You can, but don't have to, attend the Final Approval Hearing on _____, at _____ a.m. in the Superior Court of the State of California, County of Orange, Department CX-103, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to offer comments and/or present verbal objections at the Final Approval Hearing.

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.

X. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128

Attorneys for Defendant:

Stacie D. Yee
Madison Kim
PILLSBURY WINTHROP SHAW PITTMAN LLP
725 South Figueroa Street, 36th Floor
Los Angeles, California 90017
Telephone: (213) 488-7100
Facsimile: (213) 629-1033

The Court has permitted, for purposes of Settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

XI. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

XII. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [www.\[redacted\].com](#), or by contacting Class Counsel at the address or telephone number provided in **Section X**, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Notice Of Class – Norma Martinez v. Fluidmaster, Inc. Case No - 30-2025-01485295-CU-OE-CXC**

Order Date: March 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Notice Of Class**, in the case of – Norma Martinez v. Fluidmaster, Inc, Case No - 30-2025-01485295-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAR 09, 2026.

Christina Harmon

Christina Guerrero Harmon

03/09/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

**AVISO APROBADO POR EL TRIBUNAL SOBRE LA CLASE Y LA DEMANDA COLECTIVA
REPRESENTATIVA**

Norma Martínez contra Fluidmaster, Inc.

Tribunal Superior del Estado de California, Condado de Orange, Juzgado CX-103

N.º de causa 30-2025-01485295-CU-OE-CXC

En la Demanda Colectiva y representativa titulada *Norma Martínez contra Fluidmaster, Inc.*, Tribunal Superior del Estado de California, Condado de Orange, Causa n.º 30-2025-01485295-CU-OE-CXC (la “Demanda”), la Demandante Norma Martínez (“Demandante”) alega que la Demandada Fluidmaster, Inc. (el “Demandado”) infringió varias disposiciones del Código Laboral de California y del Código de Negocios y Profesiones de California, y que debe pagar sanciones civiles a la Agencia de Desarrollo Laboral y de la Fuerza Laboral (“LWDA” por sus siglas en inglés) y a los Empleados Agraviados (definidos a continuación) en virtud de la Ley General de Abogados Privados, §§ 2699 y siguientes del Código Laboral de California (“PAGA” por sus siglas en inglés). El Demandado niega toda responsabilidad o cualquier infracción y sostiene, entre otras cosas, que cumplió en todo momento con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las Órdenes Salariales de la Comisión de Bienestar Industrial y todas las leyes aplicables.

Con el fin de evitar litigios adicionales y los costes e incertidumbres que conllevan, la Demandante y el Demandado han llegado a un Acuerdo Conjunto de Conciliación de la Acción Colectiva y Representativa (“Acuerdo”), que ha sido aprobado preliminarmente por el Tribunal. Al aceptar el Acuerdo, el Demandado no admite en modo alguno ninguna infracción de la ley y niega expresamente cualquier responsabilidad ante la Demandante u otros.

Usted está sujeto a las condiciones del Acuerdo porque ha sido identificado en los expedientes del Demandado como Miembro de la Clase y/o Empleado Agraviado. “Miembros de la Clase” se refiere a todos los empleados actuales y antiguos del Demandado en California, remunerados por hora o no exentos, que hayan trabajado al menos un día durante el período comprendido entre el 23 de agosto de 2020 y el 18 de octubre de 2025 (el “Período de la Clase”). “Empleados Agraviados” se refiere a todos los empleados actuales y antiguos del Demandado en California, remunerados por hora o no exentos, que hayan trabajado al menos un día durante el período comprendido entre el 22 de agosto de 2023 y el 18 de octubre de 2025 (el “Período PAGA”).

El Acuerdo tiene dos partes: (1) un Acuerdo colectivo por el que el Demandado financia los Pagos Individuales de la Clase para resolver las Reclamaciones Exoneradas (el “Acuerdo Colectivo”) y (2) un Acuerdo PAGA por el que el Demandado financia los Pagos PAGA Individuales y paga sanciones a la LWDA para resolver las Reclamaciones PAGA Exoneradas (el “Acuerdo PAGA”).

Según los expedientes del Demandado y las hipótesis actuales de las partes, **se estima que su pago individual de la Clase será de \$ [REDACTED] (menos las retenciones) y que su pago PAGA Individual será de \$ [REDACTED]**. Es probable que la cantidad real que reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, los expedientes muestran que usted no trabajó durante el período PAGA y, por lo tanto, no tiene derecho a un Pago PAGA Individual). Estas estimaciones se basan en los expedientes que muestran **que usted trabajó [REDACTED] Semanas Laborales durante el período de la Demanda colectiva y [REDACTED] períodos de pago durante el período PAGA**. Si cree que trabajó más Semanas Laborales durante el período de la Demanda colectiva y/o períodos de pago durante el período PAGA, puede presentar una impugnación antes de la fecha límite. Consulte la **Sección IV** de este Aviso.

Sus derechos legales se ven afectados independientemente de si actúa o no. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Definitiva, el Tribunal



decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a la Demandante y a los abogados de la Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo, y a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos a presentar determinadas reclamaciones contra el Demandado.

El Demandado no tomará represalias contra usted por ninguna acción que realice con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES CON RESPECTO AL ACUERDO	
No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, con derecho a un Pago Individual de la Clase y a un Pago PAGA Individual (si lo hubiera). A cambio, renunciará a sus derechos a presentar las reclamaciones definidas en las <u>Secciones V y VI</u> contra el Demandado que están cubiertas por el Acuerdo.
Puede solicitar ser excluido del Acuerdo Colectivo, pero no del Acuerdo PAGA La fecha límite para solicitar la exclusión es el [REDACTED]	Si no desea participar en el Acuerdo Colectivo propuesto, <u>debe seguir las instrucciones de la Sección VII</u>, donde se detalla cómo puede solicitar su exclusión del Acuerdo Colectivo. Si se excluye del Acuerdo Colectivo, será un Miembro No Participante de la Clase y ya no tendrá derecho a recibir un Pago Individual de la Clase. Tampoco renunciará a ninguna de sus Reclamaciones Exoneradas contra las Partes Exoneradas <u>definidas en la Sección V</u>. Tampoco podrá oponerse al Acuerdo Colectivo. No puede solicitar ser excluido del Acuerdo PAGA propuesto. Si el Tribunal aprueba el Acuerdo y usted es un Empleado Agraviado, recibirá su Pago PAGA Individual y renunciará a las Reclamaciones Exoneradas <u>definidas en la Sección VI</u>, incluso si se excluye del Acuerdo Colectivo.
Los miembros participantes de la Clase pueden oponerse al Acuerdo Colectivo, pero no al Acuerdo PAGA. Las objeciones por escrito deben presentarse antes del [REDACTED]	Los miembros de la Clase que no soliciten ser excluidos del Acuerdo Colectivo (“Miembros Participantes de la Clase”) pueden oponerse al Acuerdo Colectivo propuesto. La decisión del Tribunal sobre la aprobación del Acuerdo incluirá una determinación de la cantidad que se pagará al abogado de la Clase y a la Demandante que interpusieron la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago al abogado de la Clase o a la Demandante, pero cada dólar pagado al abogado de la Clase y a la Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por el abogado de la Clase o la Demandante si considera que no son razonables. Si desea oponerse a los términos del Acuerdo, pero permanecer en la Clase, <u>debe seguir las instrucciones de la Sección VIII</u>. Si se opone al Acuerdo, seguirá estando sujeto a los términos del mismo si es aprobado por el Tribunal.
Puede participar en la Audiencia de Aprobación Definitiva de [REDACTED]	La Audiencia de Aprobación Definitiva del Tribunal está prevista para el [REDACTED]. No es necesario que asista, pero puede hacerlo. Consulte la <u>Sección IX</u> de este Aviso.

Puede impugnar el cálculo de sus Semanas Laborales/períodos de pago Las impugnaciones por escrito deben enviarse a antes del	El importe de sus pagos (si los hubiera) depende del número de Semanas Laborales en las que trabajó al menos un día durante el Período de la Demanda colectiva y del número de períodos de pago en los que trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Demanda colectiva y de períodos de pago del Período PAGA que trabajó según los expedientes del Demandado se indica en la primera página de este Aviso. Si no está de Acuerdo con el número de Semanas Laborales del Período de la Demanda colectiva y/o los períodos de pago del Período PAGA, debe impugnarlo antes del [REDACTED]. Véase la <u>Sección IV</u> de este Aviso.
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I. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido este Aviso porque los expedientes del Demandado reflejan que es Miembro de la Clase y/o Empleado Agravado (definido anteriormente). Dado que el Acuerdo, que ha sido aprobado preliminarmente por el Tribunal, afecta a los derechos legales de los Miembros de la Clase y de los Empleados Agravados, el Tribunal ha ordenado que se le envíe este Aviso. Este Aviso le proporciona información sobre: (1) la Demanda; (2) las condiciones monetarias del Acuerdo; (3) su pago individual de la Clase estimado, siempre que no solicite ser excluido del Acuerdo Colectivo; (4) su pago PAGA Individual (si lo hubiera); (5) las condiciones del Acuerdo, incluidas las reclamaciones exoneradas; (6) cómo participar, excluirse u oponerse al Acuerdo Colectivo; y (7) dónde encontrar información adicional sobre la Demanda y el Acuerdo.

II. ¿DE QUÉ TRATA ESTA CAUSA?

La Demandante alega que el Demandado: (1) no les pagó a los Miembros de la Clase el salario mínimo por todas las horas trabajadas; (2) no les pagó a los Miembros de la Clase las horas extras; (3) no aplicó correctamente ni informó con precisión de la adopción de horarios de trabajo semanales alternativos y no les pagó a los Miembros de la Clase sujetos a dichos horarios todos los salarios adeudados; (4) no les proporcionó a los Miembros de la Clase períodos de comida conformes con la normativa o una compensación en su lugar; (5) no les proporcionó a los Miembros de la Clase descansos conformes con la normativa o una compensación en su lugar; (6) no les reembolsó a los Miembros de la Clase los gastos profesionales necesarios en que incurrieron en el desempeño directo de sus funciones para el Demandado; (7) no les pagó a los Miembros de la Clase a tiempo todas las indemnizaciones adeudadas por despido o dimisión; (8) no les proporcionó a los Miembros de la Clase nóminas detalladas y precisas; (9) incurrió en prácticas comerciales ilegales que infringían los §§ 17200 y siguientes del Código de Negocios y Profesiones de California; y/o (10) debe pagar sanciones civiles en virtud de la Ley PAGA.

El Demandado niega estas acusaciones y sostiene que cumplió plenamente con todas las leyes aplicables, proporcionó, permitió y autorizó a los miembros de la Clase a tomar todos los períodos de comida y descansos, reembolsó a los miembros de la Clase todos los gastos comerciales necesarios, les proporcionó a los miembros de la Clase nóminas precisas, compensó a los miembros de la Clase por todos los salarios al momento de la terminación o renuncia, no realizó ningún acto comercial ilegal en virtud de los §§ 17200 y siguientes del Código de Negocios y Profesiones de California, y no debe ninguna multa civil en virtud de la Ley PAGA. El Demandado niega toda responsabilidad o irregularidad y sostiene, entre otras cosas, que cumplió en todo momento con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las Órdenes Salariales de la Comisión de Bienestar Industrial y todas las leyes aplicables.



III. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA RESUELTO?

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones alegadas por la Demandante. La Demandante y el Demandado contrataron a un juez jubilado con experiencia para llevar a cabo una mediación con el fin de resolver la Demanda mediante la negociación de un Acuerdo (resolución del caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Al aceptar el Acuerdo, el Demandado no admite ninguna infracción ni reconoce el fondo de ninguna de las reclamaciones. La Demandante y los abogados de la Demanda Colectiva creen firmemente que el Acuerdo es beneficioso para ustedes porque consideran que: (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo redunda en el mejor interés de los miembros de la Demanda colectiva. Al aprobar preliminarmente el Acuerdo y emitir este Aviso, el Tribunal no está sugiriendo qué parte ganaría o perdería la Demanda en cuanto al fondo. Más bien, el Tribunal solo ha determinado que hay pruebas suficientes para determinar, de manera preliminar, que el Acuerdo propuesto es justo, adecuado y razonable. La decisión final sobre esta cuestión se tomará en la Audiencia de Aprobación Definitiva. El Demandado se reserva el derecho, si por cualquier motivo el Acuerdo fracasa, de impugnar cualquier alegación fáctica o jurídica, incluyendo la impugnación de si la Demanda debe continuar como una Demanda Colectiva y/o Representativa.

IV. CONDICIONES ECONÓMICAS DEL ACUERDO COLECTIVO Y CÁLCULO DE SU PAGO INDIVIDUAL COMO MIEMBRO DE LA CLASE Y DE SU PAGO PAGA INDIVIDUAL

1. Sin admitir ninguna infracción y para evitar las interrupciones comerciales causadas por el litigio, el Demandado ha acordado pagar \$225,000.00 como importe bruto del Acuerdo (“Acuerdo Bruto”) para resolver la Demanda. El Administrador utilizará el Acuerdo bruto para pagar los pagos individuales de la Clase, los pagos PAGA Individuales y las deducciones que se describen a continuación. La sentencia será definitiva en la fecha en que el Tribunal dicte sentencia, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se apela la sentencia.
2. Deducciones aprobadas por el Tribunal del Importe Bruto del Acuerdo. En la Audiencia de Aprobación Definitiva, el Abogado de la Clase le solicitará al Tribunal que apruebe las siguientes deducciones del Importe Bruto del Acuerdo, cuyos importes serán decididos por el Tribunal:
 - a. Un pago por gastos del Administrador que no excederá los \$5,250.00 para el reembolso de los honorarios y gastos razonables del Administrador.
 - b. Un pago por servicios prestados por la representante de la Clase que no excederá los \$5,000.00 a la representante de la Clase por sus servicios en apoyo de la Demanda;
 - c. Sanciones PAGA por un importe de \$20,000.00, asignadas en un 65 % a la LWDA (\$13,000.00) y en un 35 % a Pagos PAGA Individuales a empleados perjudicados (\$7,000.00) en función de sus períodos de pago durante el período PAGA.
 - d. Un pago de gastos de litigio al abogado de la Clase que no excederá los \$17,000.00 para reembolsar a su equipo los gastos razonables incurridos para llevar a cabo la Demanda; y
 - e. Un pago de honorarios al Abogado de la Clase que no excederá los \$75,000.00 para reembolsar los honorarios razonables en que haya incurrido para llevar a cabo la Demanda.

Los Miembros Participantes de la Clase tienen derecho a oponerse a cualquiera de estas deducciones, excepto a las sanciones PAGA. El Tribunal considerará todas las objeciones.

3. Importe Neto del Acuerdo. El importe restante del Acuerdo Bruto después de las deducciones anteriores se denomina “Importe Neto del Acuerdo”.



4. Administrador. El Tribunal ha designado a una empresa imparcial, Phoenix Class Action Administration Solutions (el “Administrador”), para enviar este Aviso, calcular y realizar los pagos, y tramitar las solicitudes de exclusión de los Miembros de la Clase. El Administrador también decidirá sobre las impugnaciones de los Miembros de la Clase en relación con las Semanas Laborales del Período de la Clase y/o los períodos de pago del Período PAGA, enviará y reenviará los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador es la siguiente:

Administrator
Address
Email
Fax

5. Cálculo del Pago Individual de la Clase. El Importe Neto del Acuerdo se asignará a todos los Miembros Participantes de la Clase y se calculará de la siguiente manera:
- El Administrador determinará el número de semanas que cada Miembro Participante de la Clase estuvo involucrado en cualquier actividad laboral productiva para el Demandado por la que se les pagó como empleados no exentos, sin incluir el tiempo libre remunerado ni las bajas, durante el período de la Clase (“Semanas Laborales”);
 - El Administrador determinará el valor de una sola semana laboral dividiendo el Importe Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase; y
 - Cada Miembro Participante de la Clase recibirá un pago individual de la Clase equivalente a sus Semanas Laborales multiplicadas por el valor de una sola semana laboral.
6. Cálculo del pago PAGA Individual. Se ha asignado un total de \$20,000.00 del Acuerdo Bruto a las sanciones de PAGA. De esta cantidad, el 65 % (es decir, \$13,000.00) se pagará a la LWDA de California (“Pago LWDA PAGA”), y el 35 % (es decir, \$7,000.00) se pagará a prorrata a los empleados agraviados y se calculará de la siguiente manera:
- El Administrador determinará el número de períodos de pago en los que cada Empleado Agraviado trabajó para el Demandado durante al menos un día durante el período PAGA (“períodos de pago PAGA”);
 - El Administrador determinará el valor de un solo período de pago PAGA dividiendo el importe de las sanciones PAGA asignadas a los Empleados Agraviados por el número total de períodos de pago PAGA trabajados por todos los Empleados Agraviados; y
 - Cada Empleado Agraviado recibirá un Pago PAGA Individual equivalente a sus períodos de pago PAGA multiplicados por el valor de un solo período de pago PAGA.
7. Reclamaciones sobre la Semana Laboral. El número de Semanas Laborales del período de la Demanda Colectiva y/o períodos de pago PAGA que se le han acreditado se indica en la primera página de este Aviso. Puede reclamar la asignación firmando y enviando una carta en la que reclame el cálculo de las Semanas Laborales del período de la Demanda Colectiva y/o los períodos de pago PAGA al Administrador (“Reclamación”) por fax, correo electrónico o correo postal. Su impugnación debe (1) contener su nombre completo, domicilio, número de teléfono, firma, y el nombre y número del caso de la Demanda (es decir, *Norma Martinez contra Fluidmaster, Inc.*, Tribunal Superior del Estado de California, Condado de Orange, Causa n.º 30-2025-01485295-CU-OE-CXC); (2) indique claramente el número de Semanas Laborales del período de la Demanda colectiva y/o los períodos de pago PAGA que considera correctos; y (3) adjunte cualquier prueba documental que tenga para demostrar el número de Semanas Laborales del



período de la Demanda colectiva y/o los períodos de pago PAGA que se disputan (es decir, nóminas u otros expedientes). Su impugnación debe presentarse antes del [Response Deadline] y enviarse al Administrador a las direcciones indicadas anteriormente. Si envía su impugnación por correo, la fecha del matasellos será el único medio para determinar si la impugnación se ha presentado a tiempo.

El Administrador resolverá su impugnación basándose en su presentación y en las aportaciones del Abogado de la Clase (que defenderá los intereses de los Miembros Participantes de la Clase) y del Abogado del Demandado. La decisión del Administrador es definitiva. No puede apelar ni impugnar de otro modo su decisión definitiva.

8. Impuestos adeudados sobre los pagos a los miembros de la Clase.

- a. Pago Individual de la Clase: A efectos fiscales, el Pago Individual de la Clase se asigna en un veinte por ciento (20 %) a los salarios y está sujeto a todas las retenciones fiscales estatales y federales aplicables a los empleados; y el ochenta por ciento (80 %) se considerará sanciones, daños y perjuicios, intereses y cualquier otro pago no relacionado con el salario. El importe asignado a salarios está sujeto a retenciones y se declarará en el formulario W-2 del IRS. El importe restante asignado a multas, daños y perjuicios, intereses y otros pagos no salariales se declarará en el formulario 1099 del IRS.
- b. Pago PAGA Individual: El pago PAGA Individual se contabiliza como sanciones en lugar de salarios a efectos fiscales y se declara en el formulario 1099 del IRS.
- c. Pago del Demandado: Además del Acuerdo bruto, el Demandado pagará todos los impuestos sobre la nómina del empleador en relación con la parte del Acuerdo asignada a los salarios. Los miembros de la Clase son responsables de pagar los impuestos sobre otras cantidades recibidas. Este Aviso no es un asesoramiento fiscal, y debe consultar a su asesor fiscal.

9. Pago.

- a. Miembros Participantes de la Clase: El Administrador enviará, por correo postal de EE. UU., un único cheque a cada miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no solicite ser excluido), incluidos aquellos que también reúnan los requisitos para ser considerados Empleados Agraviados. El único cheque combinará el Pago Individual de la Clase y el Pago PAGA Individual (si lo hubiera).
- b. Miembros no Participantes de la Clase: El Administrador enviará, por correo postal de EE. UU., un único cheque de pago PAGA Individual a cada empleado perjudicado que solicite ser excluido del Acuerdo Colectivo.

10. Necesidad de cobrar rápidamente los cheques de pago. Los cheques tendrán una validez de **ciento ochenta (180) días**. Después de ese plazo, los cheques quedarán anulados y se bloqueará el pago de los cheques no cobrados. Los cheques del Acuerdo que no se cobren en un plazo de ciento ochenta (180) días desde su envío por correo, o que se devuelvan al Administrador por no poder entregarse, se cancelarán, y el Administrador enviará los fondos asociados a los cheques no cobrados al Fondo de Propiedad No Reclamada de California. Los Miembros de la Clase que no cobren sus cheques a tiempo deben ponerse en contacto con el Administrador para determinar cómo pueden obtener su pago. **Los Miembros de la Clase estarán sujetos al Acuerdo incluso si no cobran sus cheques del Acuerdo Colectivo.**



Su cheque se enviará al mismo domicilio que figura en este Aviso. Si cambia de domicilio, notifíquelo al Administrador lo antes posible utilizando la información de contacto del Administrador que se proporciona más arriba.

11. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega la aprobación definitiva. Es posible que el Tribunal no conceda la aprobación definitiva del Acuerdo o no dicte sentencia. También es posible que el Tribunal dicte una sentencia que sea revocada en apelación. En cualquiera de los dos casos, el Acuerdo quedará sin efecto, el Demandado no pagará ninguna cantidad y los Miembros de la Clase no renunciarán a ninguna reclamación contra el Demandado.

V. ¿A QUÉ ESTOY RENUNCIANDO COMO MIEMBRO DE LA CLASE EN VIRTUD DEL ACUERDO COLECTIVO?

A partir de la fecha en que el Demandado financie íntegramente el importe bruto total del Acuerdo y pague por separado todos los impuestos sobre la nómina del empleador, la Demandante, los Miembros Participantes de la Clase y los empleados perjudicados tendrán prohibido legalmente hacer valer cualquiera de las reclamaciones exoneradas en virtud del Acuerdo. Esto significa que, a menos que haya presentado una solicitud válida y oportuna de exclusión para excluirse del Acuerdo Colectivo, no podrá Demandar, continuar Demandando o formar parte de cualquier otra Demanda contra las Partes Exoneradas que se definen a continuación por salarios basados en los hechos del Período de la Demanda Colectiva y sanciones PAGA basadas en los hechos del Período PAGA, tal y como se alega en la Demanda y se resuelve en este Acuerdo.

“Partes Exoneradas” se refiere al Demandado Fluidmaster, Inc. y a cada uno de sus antiguos, actuales y/o futuros directores, funcionarios, accionistas, propietarios, miembros, abogados, aseguradoras, predecesores, sucesores, cesionarios, matrices, filiales, afiliadas, agentes y cualquier otra entidad o persona que actúe por, a través de, bajo o en concierto con cualquiera de ellos que pueda considerarse que ha empleado conjuntamente a los Miembros de la Clase del Acuerdo Colectivo o a los Empleados Agraviados (incluidos, entre otros, cualquier banquero de inversión, contable, aseguradora, reaseguradora, abogado y cualquier directivo, director y empleado pasado, presente o futuro).

Los Miembros Participantes de la Clase estarán sujetos a la siguiente exención:

Todos los Miembros Participantes de la Clase, en nombre propio y en el de sus respectivos cónyuges anteriores y actuales, representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, eximen plena y definitivamente a las Partes Exoneradas de las Reclamaciones Exoneradas. “Reclamaciones Exoneradas” significa todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, sanciones, costes, gastos, honorarios de abogados, daños y perjuicios y causas de acción que se alegaron o que razonablemente podrían haberse alegado sobre la base de los hechos alegados en la “Demanda Operativa”, que se refiere a la Segunda Demanda Modificada presentada en la Demanda el 11 de febrero de 2026, surgida durante el Período de la Clase. Esta exención incluye, sin limitación, una exención de todas las reclamaciones alegadas en la Demanda Operativa por el supuesto incumplimiento del pago del salario mínimo, el incumplimiento de la aplicación adecuada y la notificación precisa de la adopción de horarios de trabajo semanales alternativos y el pago a los empleados sujetos a dichos horarios de todos los salarios adeudados, el incumplimiento del pago de las horas extras, el incumplimiento de la provisión de períodos de comida, el incumplimiento de la autorización y el permiso de descansos, el incumplimiento de la indemnización de los gastos comerciales necesarios, incumplimiento del pago de todos los salarios pendientes al término de la relación laboral, incumplimiento de la obligación de proporcionar nóminas detalladas y precisas, infracción de los §§ 17200 y siguientes del Código de Negocios y Profesiones de California, y sanciones legales por tiempo de espera basadas en lo anterior.



VI. ¿A QUÉ ESTOY RENUNCIANDO COMO EMPLEADO AGRAVIADO EN VIRTUD DEL ACUERDO?

A partir de la fecha en que el Demandado financie íntegramente el importe bruto del Acuerdo y todos los impuestos sobre la nómina adeudados por el empleador sobre las partes salariales de los Pagos Individuales de la Clase, todos los Empleados Agraviados, incluida la Demandante, tendrán prohibido presentar reclamaciones PAGA contra el Demandado, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los que son Miembros Participantes de la Clase y los que solicitan ser excluidos del Acuerdo Colectivo, no podrán Demandar, continuar Demandando ni participar en ninguna otra reclamación en virtud de la Ley PAGA contra las Partes Exoneradas basada en los hechos del período de la Ley PAGA alegados en la Demanda y resueltos por el presente Acuerdo. Las Partes Exoneradas se definen en la **Sección V** del presente Aviso, más arriba.

La exención de responsabilidad de los Empleados Agraviados es la siguiente:

Todos los Empleados Agraviados, en nombre propio y en el de sus respectivos cónyuges anteriores y actuales, representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan y eximen plena y definitivamente a las Partes Exoneradas de las Reclamaciones Exoneradas PAGA. “Reclamaciones PAGA Exoneradas” significa todas y cada una de las reclamaciones por sanciones civiles y honorarios y costas de abogados, en virtud de la Ley PAGA, que se alegaron o que razonablemente podrían haberse alegado sobre la base de los hechos alegados en la Demanda Operativa o en el Aviso PAGA de la Demandante, incluyendo, entre otras, el impago del salario mínimo, incumplimiento de la aplicación adecuada y la notificación precisa de la adopción de horarios de trabajo semanales alternativos y del pago a los empleados sujetos a dichos horarios de todos los salarios adeudados, incumplimiento del pago de las horas extras, incumplimiento de la provisión de períodos de comida, incumplimiento de la autorización y el permiso de descansos, incumplimiento de la indemnización de los gastos comerciales necesarios, incumplimiento del pago de todos los salarios impagados al término del contrato e incumplimiento de la provisión de nóminas detalladas y precisas durante el período PAGA.

LOS EMPLEADOS AGRAVIADOS NO PUEDEN SOLICITAR SER EXCLUIDOS DEL ACUERDO PAGA O DE LA RENUNCIA A LAS RECLAMACIONES EXONERADAS, Y RECIBIRÁN UN PAGO PAGA INDIVIDUAL INCLUSO SI SOLICITAN SER EXCLUIDOS DEL ACUERDO COLECTIVO.

VII. ¿QUÉ SUCEDE SI NO DESEO PARTICIPAR EN EL ACUERDO COLECTIVO?

Usted tiene derecho a solicitar la exclusión del Acuerdo Colectivo como miembro de la Demanda Colectiva con respecto a la renuncia a las Reclamaciones Exoneradas, pero no puede excluirse del Acuerdo Colectivo como Empleado Agraviado. Si desea excluirse de la Demanda colectiva y no renunciar a las Reclamaciones Exoneradas, debe presentar una solicitud de exclusión válida y oportuna. Puede hacerlo completando y devolviendo el formulario de solicitud de exclusión incluido en este Aviso, o enviando otra comunicación por escrito en la que solicite la exclusión con la información que se indica a continuación.

Para que sea válida, la solicitud de exclusión debe (1) incluir su nombre completo, domicilio, número de teléfono y firma, así como una simple declaración por escrito en la que solicite ser excluido del Acuerdo; y (2) indicar el nombre y el número del caso de la Demanda (es decir, *Norma Martínez contra Fluidmaster, Inc.*, Tribunal Superior del Estado de California, Condado de Orange, N.º de causa 30-2025-01485295-CU-OE-CXC); y (3) enviarse por correo electrónico, fax o correo postal al Administrador, cuya información de contacto figura en la **Sección IV** de este Aviso, más arriba.

Para que sea oportuna, la solicitud de exclusión debe transmitirse o tener matasellos (si se envía por correo) a más tardar el **[Response Deadline]**. Si la solicitud de exclusión se envía por correo, la fecha del matasellos será el único medio para determinar si una solicitud de exclusión se ha presentado a tiempo. Es su responsabilidad

asegurarse de que el Administrador reciba su Solicitud de exclusión a tiempo.

Si su solicitud de exclusión no es válida y oportuna, se le tratará como Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo. Esto significa que estará sujeto a la sentencia definitiva tras la aprobación definitiva.

Los Miembros de la Clase que soliciten ser excluidos del Acuerdo Colectivo NO recibirán su Pago Individual de la Clase y no renunciarán a ninguna de las Reclamaciones Exoneradas. Sin embargo, los Miembros de la Clase que sean Empleados Agravados recibirán su Pago PAGA Individual y renunciarán a las Reclamaciones Exoneradas, independientemente de si presentan una solicitud de exclusión.

VIII. ¿QUÉ SUCEDE SI QUIERO OBJETAR ESTE ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo Colectivo. Si desea oponerse, puede (1) comparecer en la Audiencia de Aprobación Definitiva y oponerse verbalmente al Acuerdo Colectivo o a cualquiera de sus condiciones; y/o (2) enviar por correo, fax o correo electrónico una objeción por escrito al Administrador, cuya información de contacto figura en la **Sección IV** de este Aviso, más arriba. La objeción por escrito puede presentarse utilizando el formulario de objeción incluido en este Aviso, o enviando otra comunicación por escrito en la que se exponga su objeción. Cualquier objeción por escrito debe ser válida y oportuna.

Para que sea válida, la objeción por escrito debe (1) incluir su nombre completo, domicilio, número de teléfono y firma, la información de contacto de cualquier abogado que represente al Miembro de la Clase que se opone, si lo hubiera, y los fundamentos fácticos y jurídicos de la objeción, incluidos todos los documentos, escritos, pruebas escritas, declaraciones y/u otras pruebas que la respalden; (2) indicar el nombre y el número del caso de la Demanda (*es decir, Norma Martinez contra Fluidmaster, Inc.*, Tribunal Superior del Estado de California, Condado de Orange, Causa n.º 30-2025-01485295-CU-OE-CXC); y (3) enviarse por correo electrónico, fax o correo postal al Administrador.

Para que sea oportuna, la objeción por escrito debe enviarse o tener matasellos (si se envía por correo) a más tardar el **[Response Deadline]**. Si la objeción por escrito se envía por correo, la fecha del matasellos será el único medio para determinar si una objeción por escrito se ha presentado a tiempo.

La presentación de una objeción **no** le excluirá del Acuerdo Colectivo. Si el Tribunal concede la Aprobación Definitiva del Acuerdo, seguirá recibiendo un Pago Individual de la Clase y se le prohibirá presentar las Reclamaciones Exoneradas. **No envíe tanto una objeción como una solicitud de exclusión. Puede presentar una o ninguna.** Si no presenta ninguna, se le incluirá automáticamente en el Acuerdo Colectivo y no tendrá que realizar ninguna otra acción para recibir un pago.

IX. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

Puede, aunque no está obligado a ello, asistir a la Audiencia de Aprobación Definitiva que se celebrará el _____, a las _____ a. m., en el Tribunal Superior del Estado de California, Condado de Orange, Juzgado CX-103, situado en 751 West Santa Ana Blvd., Santa Ana, CA 92701. Los Miembros Participantes de la Clase pueden comparecer ante el Tribunal (o contratar a un abogado para que comparezca ante el Tribunal) para ofrecer comentarios y/o presentar objeciones verbales en la Audiencia de Aprobación Definitiva.

Es posible que el Tribunal re programe la Audiencia de Aprobación Definitiva. Debe consultar el sitio web del Administrador _____ con antelación o ponerse en contacto con el abogado de la Clase para verificar la fecha y la hora de la Audiencia de Aprobación Definitiva.



X. ¿QUIÉNES SON LOS ABOGADOS?

Abogados de la Demandante y de la Clase:

Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Teléfono: (213) 232-3128

Abogados del Demandado:

Stacie D. Yee
Madison Kim
PILLSBURY WINTHROP SHAW PITTMAN LLP
725 South Figueroa Street, 36th Floor
Los Angeles, California 90017
Teléfono: (213) 488-7100
Fax: (213) 629-1033

El Tribunal ha permitido, a efectos del Acuerdo, que los abogados de la Demandante y de la Clase representen a los Miembros Participantes de la Clase. Aparte del pago de los honorarios de los Abogados de la Clase y el pago de los gastos de los Abogados de la Clase aprobados por el Tribunal y que se pagarán con cargo al importe bruto del Acuerdo, no se le cobrará por sus servicios.

XI. ¿DEBO CONTRATAR A MI PROPIO ABOGADO?

No es necesario que contrate a su propio abogado. Si desea que su propio abogado hable en su nombre o comparezca ante el Tribunal, tiene derecho a contratar a uno, pero deberá pagarlo usted mismo.

XII. MÁS INFORMACIÓN

Lo anterior es solo un resumen del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo y otros documentos importantes de la causa, consulte el Acuerdo disponible en www.ata.com o póngase en contacto con los Abogados de la Clase en el domicilio o el número de teléfono que se indican en la **Sección X** anterior.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA SECRETARÍA DEL TRIBUNAL PARA SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO.



REQUEST FOR EXCLUSION FORM

Norma Martinez v. Fluidmaster, Inc.

Superior Court of the State of California, County of Orange, Department CX-103

Case No. 30-2025-01485295-CU-OE-CXC

**IF YOU WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

Your Contact Information	
Full Name:	
Address:	
City, State, Zip, Country:	
Telephone Number:	

Use and return this form only if you wish to be excluded from the Class Settlement and do not wish to object to the Class Settlement. By completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Class Settlement, and will retain the rights you may currently have. However, even if you exclude yourself from the Class Settlement, you will still receive your Individual PAGA Payment (if any) and release the Released PAGA Claims if the Court approves the Settlement.

If you wish to remain in the Class Settlement and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive this payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, this form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, this form must be postmarked (if mailed) or transmitted on or before [REDACTED], 2026.

I confirm that I have received notice of the proposed Settlement in the lawsuit *Norma Martinez v. Fluidmaster, Inc.*, Case No. 30-2025-01485295-CU-OE-CXC, and I wish to be excluded from the Class Settlement. By opting out, I understand that I will not receive an Individual Class Payment, will not release the Released Class Claims, and will have no right to object to the Class Settlement. I also understand that even if I elect to opt out, I will still receive my Individual PAGA Payment (if any) and release the Released PAGA Claims if the Court approves the Settlement.

Full Name: _____

Dated: _____

Signature: _____

What is the Settlement Administrator's Contact Information?

Norma Martinez v. Fluidmaster, Inc. | Case No. 30-2025-01485295-CU-OE-CXC

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]

Page 1 of 1

Request for Exclusion Form

Questions? Please call the Settlement Administrator at [REDACTED]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Request For Exclusion Form – Norma Martinez v. Fluidmaster, Inc.**
Case No - 30-2025-01485295-CU-OE-CXC

Order Date: March 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: *Christina Harmon*



TRANSAPTION



3 Germany Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of ***Request For Exclusion Form***, in the case of – Norma Martinez v. Fluidmaster, Inc, Case No - 30-2025-01485295-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAR 09, 2026.

Christina Harmon

Christina Guerrero Harmon

03/09/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

SOLICITUD DE FORMULARIO DE EXCLUSIÓN

Norma Martínez contra Fluidmaster, Inc.

Tribunal Superior del Estado de California, Condado de Orange, Departamento CX-103

N.º de caso 30-2025-01485295-CU-OE-CXC

**SI DESEA SER EXCLUIDO DEL ACUERDO COLECTIVO DESCRITO EN LA NOTIFICACIÓN
ADJUNTA, RELLENE ESTE FORMULARIO.**

Su información de contacto	
Nombre completo:	
Dirección:	
Ciudad, estado, código postal, país:	
Número de teléfono:	

Utilice y devuelva este formulario solo si desea excluirse del Acuerdo Colectivo y no desea oponerse al mismo. Al completar y devolver este formulario, no recibirá su Pago Individual de la Clase, no estará sujeto a los términos del Acuerdo Colectivo y conservará los derechos que pueda tener actualmente. Sin embargo, incluso si se excluye del Acuerdo Colectivo, seguirá recibiendo su pago PAGA Individual (si lo hubiera) y renunciará a las Reclamaciones Exoneradas si el tribunal aprueba el Acuerdo.

Si desea permanecer en el Acuerdo Colectivo y recibir un Pago Individual de la Clase, ignore este formulario. No es necesario que haga nada para recibir este pago, y recibirá un cheque por correo postal de los Estados Unidos si el Tribunal aprueba el Acuerdo.

Para que sea válido, este formulario debe estar firmado por usted y devuelto al administrador del Acuerdo a la dirección o dirección de correo electrónico que se indica a continuación. Para que sea válido, este formulario debe tener el matasellos (si se envía por correo) o transmitirse antes del [REDACTED] de 2026.

Confirmando que he recibido la notificación del Acuerdo propuesto en la Demanda *Norma Martínez contra Fluidmaster, Inc.*, caso n.º 30-2025-01485295-CU-OE-CXC, y deseo ser excluido del Acuerdo Colectivo. Al optar por excluirse, entiendo que no recibiré un Pago Individual de la Clase, no renunciaré a las Reclamaciones Exoneradas y no tendré derecho a oponerse al Acuerdo Colectivo. También entiendo que, incluso si decide excluirse, seguirá recibiendo su Pago PAGA Individual (si lo hubiera) y renunciará a las Reclamaciones PAGA Exoneradas si el tribunal aprueba el Acuerdo.

Nombre completo: _____

Fecha: _____ Firma: _____

¿Cuál es la información de contacto del administrador del Acuerdo?

Norma Martínez contra Fluidmaster, Inc. | Caso n.º 30-2025-01485295-CU-OE-CXC

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

Página 1 de 1

Formulario de solicitud de exclusión

¿Preguntas? Llame al administrador del acuerdo al [PHONE NUMBER].



OBJECTION FORM

Norma Martinez v. Fluidmaster, Inc.

Superior Court of the State of California, County of Orange, Department CX-103

Case No. 30-2025-01485295-CU-OE-CXC

**IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

Your Contact Information	
Full Name:	
Address:	
City, State, Zip, Country:	
Telephone Number:	

Attorney Contact Information (if any)	
Attorney Name:	
Law Firm Name:	
Address:	
City, State, Zip, Country:	
Telephone Number:	
Email Address:	

Use and return this form only if you wish to object to the Class Settlement. You may also object to the Class Settlement by making an oral objection at the Final Approval Hearing.

*If you wish to object to the Class Settlement, **do not submit** a request for exclusion (Request for Exclusion Form). If the Court overrules your objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.*

To be valid, this form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, this form must be postmarked (if mailed) or have a transmission date on or before [REDACTED], 2026.

DESCRIBE THE BASIS FOR YOUR OBJECTION IN THE SPACE PROVIDED BELOW. YOU MAY ENCLOSE ADDITIONAL PAGES TO SUPPORT YOUR OBJECTION OR IF ADDITIONAL SPACE IS NEEDED.

I object to the Settlement in *Norma Martinez v. Fluidmaster, Inc.* (Orange County Superior Court Case No. 30-2025-01485295-CU-OE-CXC) because:

Dated: _____	Full Name: _____
Signature: _____	

What is the Settlement Administrator's Contact Information?

Norma Martinez v. Fluidmaster, Inc. | Case No. 30-2025-01485295-CU-OE-CXC

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

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A copy of the translation is attached to this certification.

Translation reference to **Objection Form – Norma Martinez v. Fluidmaster, Inc. Case No - 30-2025-01485295-CU-OE-CXC**

Order Date: March 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: *Christina Harmon*



TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Objection Form**, in the case of – Norma Martinez v. Fluidmaster, Inc, Case No - 30-2025-01485295-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAR 09, 2026.

Christina Harmon

Christina Guerrero Harmon

03/09/2026

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

FORMULARIO DE OBJECCIÓN

Norma Martínez contra Fluidmaster, Inc.

Tribunal Superior del Estado de California, Condado de Orange, Departamento CX-103

N.º de caso 30-2025-01485295-CU-OE-CXC

SI DESEA OBJETAR EL ACUERDO COLECTIVO DESCRITO EN LA NOTIFICACIÓN ADJUNTA, COMPLETE ESTE FORMULARIO.

Su información de contacto	
Nombre completo:	
Dirección:	
Ciudad, estado, código postal, país:	
Número de teléfono:	

Información de contacto del abogado (si procede)	
Nombre del abogado:	
Nombre del bufete de abogados:	
Dirección:	
Ciudad, estado, código postal, país:	
Número de teléfono:	
Correo electrónico:	

Utilice y devuelva este formulario solo si desea oponerse al Acuerdo Colectivo. También puede oponerse al Acuerdo Colectivo presentando una objeción verbal en la Audiencia de Aprobación Definitiva.

Si desea oponerse al Acuerdo Colectivo, **no envíe** una solicitud de exclusión (Formulario de solicitud de exclusión). Si el Tribunal desestima su objeción y aprueba el Acuerdo, recibirá su Pago Individual de la Clase y estará sujeto a los términos del Acuerdo, incluida la renuncia a Reclamaciones Exoneradas según lo establecido en el Acuerdo.

Para que sea válido, este formulario debe estar firmado por usted y devuelto al administrador del Acuerdo a la dirección o al correo electrónico que se indican a continuación. Para que sea válido, este formulario debe tener el matasellos (si se envía por correo) o la fecha de transmisión del **de 2026** o anterior.

DESCRIBA EL MOTIVO DE SU OBJECCIÓN EN EL ESPACIO QUE SE PROPORCIONA A CONTINUACIÓN. PUEDE ADJUNTAR PÁGINAS ADICIONALES PARA RESPALDAR SU OBJECCIÓN O SI NECESITA ESPACIO ADICIONAL.

Me opongo al Acuerdo en el caso *Norma Martínez contra Fluidmaster, Inc.* (Caso n.º 30-2025-01485295-



CU-OE-CXC del Tribunal Superior del Condado de Orange) porque:

Nombre completo: _____

Fecha: _____ **Firma:** _____

¿Cuál es la información de contacto del administrador del Acuerdo?

Norma Martinez contra Fluidmaster, Inc. | Caso n.º 30-2025-01485295-CU-OE-CXC

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

