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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO – COMPLEX LITIGATION

JESSE CROWELL, on behalf of himself and all others similarly situated, Plaintiff, v. PENTAIR COMMERCIAL SERVICES, LLC, a Delaware limited liability company; and Does 1 to 50, inclusive, Defendants.	**CLASS ACTION** Case No. CGC-24-617790 Honorable Ethan P. Schulman Department 304 **DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARILY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** *[filed concurrently with Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Jesse Crowell; and [Proposed] Order]* Date: December 3, 2025 Time: 9:00 a.m. Dept.: 304 Action filed: September 3, 2024 First Amended Complaint: November 8, 2024 Trial date: None Set

DECLARATION OF MARTA MANUS

I, Marta Manus, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am an Associate Attorney at D.LAW, INC. and counsel for Plaintiff JESSE CROWELL ("Plaintiff"), on behalf of himself and all other similarly situated employees of Defendant PENTAIR COMMERCIAL SERVICES, LLC ("Defendant") (Plaintiff and Defendant are collectively herein referred to as the "Parties").

2. All matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A copy of the Class Action and PAGA Representative Settlement Agreement and Release ("Settlement Agreement") is attached as **Exhibit 1** with the Class Notice (attached as Exhibit A to the Settlement Agreement). The Parties' Amendment to the Class Action and PAGA Representative Settlement Agreement and Release ("Amendment") is attached hereto as **Exhibit 2**. "Settlement Agreement" or "Settlement" shall refer to Exhibit 1 and Exhibit 2 collectively.

Procedural History

3. On September 3, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for: (1) Failure to Pay All Wages; (2) Failure To Pay All Overtime Wages At the Legal Overtime Paty Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Unfair Business Practices. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending the PAGA Notice on September 3, 3024 (LWDA- CM-1048678-24). (*Id.*) On November 8, 2024,

Plaintiff filed a First Amended Complaint adding a claim under PAGA, Labor Code §2698. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

4. Shortly after initiating the Action, the Parties agreed to explore early resolution via mediation and engage in informal discovery prior to mediation.

Plaintiff's Claims and Defendant's Denials

5. Plaintiff's claims are based on Defendant's alleged failure to pay all wages for all hours worked, failure to pay overtime wages at the correct overtime pay rate, failure to provide all compliant meal periods, failure to authorize and permit all paid rest periods, failure to reimburse all business expenses, failure to comply with Labor Code § 221 regarding wage deductions, failure to provide compliant wage statements under Labor Code § 226, and failure to timely pay all wages due under Labor Code §§ 201-203. Plaintiff further alleged that Defendant owes penalties under the PAGA, Labor Code §§ 2698, *et seq*., and engaged in unlawful, unfair, and/or fraudulent business acts and practices in violation of Business & Professions Code §§ 17200, *et seq*.

6. Specifically, Plaintiff alleged that Class Members who worked as non-exempt employees, the majority of whom were field technicians servicing beverage machines at commercial locations such as McDonald's restaurants, performed work off-the-clock while under Defendant's control without compensation. Plaintiff alleged that Plaintiff and Class Members were required to perform pre- and post-shift off-the-clock work duties. Off-the-clock work included daily maintenance of the company vehicle before and after every shift. Plaintiff and Class Members were frequently required to drive the company vehicle to worksites while off-the-clock, and without compensation.

7. Plaintiff also alleged that Defendant called and messaged Plaintiff and other Class Members after work hours off-the-clock regarding work-related activities without compensating for these hours worked.

8. Plaintiff and Class Members who were paid non-discretionary bonuses were underpaid wages. Defendants failed to include all forms of remuneration in the regular rate used to calculate and pay meal and/or rest break premiums wages. Defendant failed to pay the legally required premium at their regular rate of pay whenever rest periods were missed, interrupted, or late.

9. Furthermore, due to the demands of the job, meal periods were frequently interrupted, resulting in not being provided the opportunity to take duty-free meal and rest breaks. In fact, Plaintiff alleged that Defendants required Plaintiff and Class Members to routinely work through meal periods or take meal periods late due to their work responsibilities and that Plaintiff and Class Members were unable to take two (and at times, three) duty-free rest periods during their work shifts because they were required to respond to respond to work-related demands and communications including during breaks. Defendant failed to pay the legally required premium at their regular rate of pay whenever rest periods were missed, interrupted, or late. Finally, to the extent Defendant paid overtime, it was underpaid as addressed above or Defendant failed to include all forms of remuneration in the regular rate used to calculate and pay overtime wages. This failure to include non-discretionary bonuses and shift differentials and the like in the overtime rate thus resulted in further underpayment of wages earned by Plaintiff and the Class members.

10. Plaintiff alleged that Defendant required Plaintiff and Class Members to incur travel expenses for work-related activities without reimbursement. Defendant failed to pay all per diem meal allowances. Furthermore, Defendant required Plaintiff and Class Members to use their personal cell phones for work without reimbursement. Defendant also required Plaintiff and Class Members to use their personal tools and equipment for work-related activities. For example, as a maintenance technician, Plaintiff was required to bring his own tools such as air compressor, wrenches, tape measure, and toolbox. Defendant did not reimburse for the work-related use of personal tools and equipment.

11. Plaintiff and Class Members who were paid non-discretionary bonuses were underpaid overtime wages. Defendant failed to include all forms of remuneration in the regular rate used to calculate and pay overtime wages. This failure to include non-discretionary bonuses and shift differentials and the like in the overtime rate thus resulted in further underpayment of wages earned by Plaintiff and the Class members.

12. Lastly, Plaintiff alleged Defendant made unlawful deductions from wages. Plaintiff’s claim for failure to provide accurate wage statements under Labor Code § 226 and failure to timely pay all wages due upon separation of employment under Labor Code §§ 201-203 are

derivative of the underlying claims for failure to pay all wages.

13. Defendant generally denies all claims alleged in the Action and further denies class and/or representative treatment is appropriate for any purpose other than this Settlement and that it complied with all applicable laws.

Investigation

14. Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiff, in addition to the above-described research into the various legal issues involved in the case. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and in advance of the mediation. The Parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action. Plaintiff hired expert damages consultant to analyze class data and formulate a damages model for mediation.

15. Defendant, for its part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After analyzing the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims and explore the possibility of settlement.

Settlement Efforts

16. On April 8, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Steve Pearl, Esq., which ultimately led to the Parties' Settlement. During mediation, counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks

of litigation and the risks to both parties as well as the law and how it applied to the facts of this case. Following a full day of mediation, the Parties agreed to general settlement terms to resolve the lawsuit. The Parties continued to work together negotiating the long form settlement terms following mediation, as set forth in the Settlement Agreement and Amendment.

17. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including reviewing documents and data regarding Defendant's employment policies and practices. Plaintiff' counsel provided Defendant's counsel with a comprehensive listing of informal discovery items required to have a constructive mediation. Defendant responded by producing timekeeping and corresponding payroll records for approximately 68 Class Members along with policy documents and sample meal waiver forms. (Declaration of Deepak Goel ¶ 7, attached hereto as **Exhibit 3**). Prior to mediation, Plaintiff therefore obtained and analyzed the production of time and payroll data for Class Members and Aggrieved Employees and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of their claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*., 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk*/*Kullar*").

18. Based on their own independent investigations and evaluations, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set forth herein, considering the representative and class claims, and the risk of loss, is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interests of the Class. Class Counsel is also of the opinion that the total consideration and payment set forth in this Settlement Agreement is adequate in light of the uncertainties surrounding the risk of further litigation, the possibility of losing class certification, that the PAGA claim could be deemed unmanageable, and the defenses that Defendant asserted and/or could assert as the substantive merit of the claims. Based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating wage and hour cases, the Settlement was the product of a non-collusive settlement process and compromises in the interest of reaching a full

and complete settlement. As a result, Class Counsel has determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

Summary of the Settlement

19. Under the terms of the proposed Settlement Agreement, the Defendant will pay $285,000 ("Gross Settlement Amount" or "GSA") on a non-reversionary basis to settle and release all claims asserted by Plaintiff in the operative complaint on behalf of the proposed Class. (Manus Decl., Ex. 1, pp. 3, 6). The Settlement Agreement defines "Class" as "all persons employed by Defendant in California as non-exempt employees at any point from August 6, 2020, through May 5, 2026 (the "Class Period"). (*Id.*, Ex. 1, p. 1). The "Net Settlement Amount," available for distribution to Class Members, is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments. (*Id.*, Ex. 1, p. 3). These amounts are detailed as follows:

- Up to one-third (1/3) of the GSA, or $95,000, to Class Counsel for attorneys' fees ("Class Counsel Fees Payment"), and reimbursement of reasonable actual litigation expenses (not to exceed $28,000), incurred by Class Counsel to prosecute the Action. (Ex. 1, p. 1);
- Up to $15,000 to Plaintiff as a Class Representative Service Payment. (Ex. 1, p. 2);
- Up to $8,974 to the Administrator for its fees and costs to administer the Settlement. (Ex. 1, p. 8);
- $20,000 for settlement of claims for civil penalties under PAGA, with 35% allocated to the Aggrieved Employees ($7,000) and 65% allocated to the LWDA ($13,000) will be paid to the LWDA ("LWDA PAGA Payment"). (Ex. 1, p. 4).

20. If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount is estimated to be $118,026.00. Each Class Member's share of the Net Settlement Amount will be calculated based on the number of workweeks the Class Member worked during the Class Period. (Ex. 1, p. 4). For the approximately 84 Class Members (if no exclusions),

the average gross individual settlement payment share, using a straight average, is $1,405.07 ($118,026.00/84). If the Court approves a lesser amount for any of the above requested allocations from the Net Settlement Amount, the remainder will be added to the Net Settlement Amount to be distributed to Participating Class Members. (Ex. 1, p. 8-10).

21. The Class Notice is attached to the Settlement Agreement as Exhibit A. (Ex. 1, p. 2). The Administrator will mail the Class Notice to all Class Members no later than fifteen (15) days after receiving the Class Data from the Defendants. (Ex. 2, ¶ 7.4.2, p. 1). The Class Notice includes a summary of the case and settlement terms and provides Class Members with detailed instructions on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay periods attributed to each Class Member per Defendant's records. Class Members will have sixty (60) days from the mailing of the Class Notice to opt out of or object to the Settlement or to dispute the number of work weeks and/or pay periods; Class Members will have an additional fifteen (15) days if they receive a re-mailed Notice. (Ex. 2, ¶ 7.4.4., p. 2). The Parties have agreed upon Rust Consulting, Inc. as the Administrator and request that this Court appoint Rust Consulting, Inc. to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. (Ex. 1, p. 13; Declaration of Eric Bishop of Rust Consulting, Inc., attached hereto as **Exhibit 4**).

Certification for Settlement Purposes Only is Appropriate

22. Plaintiff alleges that the proposed Class satisfies the criteria for certification of a settlement class under California law, as embodied in California Code of Civil Procedure § 382. Defendant has agreed to the conditional certification of the class for settlement purposes only. Defendant does not concede that certification is appropriate outside of this Settlement and preserves all rights to oppose certification if, for any reason, the settlement does not become effective. In general, courts may take a proposed settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in certifying classes for settlement purposes. *Id*. Therefore, the Court should take into consideration the fact that the Parties have settled their claims and stipulated to certification for settlement purposes when assessing whether the Settlement is fair and reasonable.

23. Numerosity and Ascertainability. The putative Class is so numerous that joinder of all members is impractical. Class Members are all current and former non-exempt, hourly employees of Defendant employed in California during the Class Period (August 6, 2025, through May 5, 2025). (Ex. 1, p. 2). Defendant has identified approximately 84 Class Members based on review of its payroll and personnel records (Ex. 1, p. 9). Thus, there is numerosity and ascertainability.

24. Well-Defined Community of Interest. Plaintiff contends, and Defendant does not dispute for settlement purposes only, that common issues of fact and law predominate as to each of the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter alia*, a determination about Defendant's alleged failure to provide meal and rest periods, failure to pay all wages and overtime due to allegedly common off-the-clock work, failure to correctly calculate the regular rate of pay, failure to reimburse business expenses; the resulting failure to pay final wages when required and to provide accurate wage statements; and largely derivative claims under the UCL and PAGA. Plaintiff contends Defendant's practices affected Class Members in the same way and present questions that are suitable for common adjudication because all Class Members were subject to the same employment policies and practices. The outcome of litigation in this matter depends upon questions that are common to Class Members.

25. Typicality. The class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative Class Members, and if their claims rest on the same legal theories. Here, Plaintiff alleges that his claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiff and Class Members were employed by Defendant during the Class Period and subject to the allegedly unlawful policies and pay practices at issue in this litigation. Plaintiff contends, and Defendant does not dispute for settlement purposes only, that Plaintiff's claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Thus, the typicality requirement is satisfied.

26. Adequacy. Plaintiff's interests are aligned with those of the Class Members, as he has suffered the same injuries as the Class Members and has no conflicts of interest. Plaintiff has not shrunk from this responsibility. Indeed, Plaintiff has devoted a substantial amount of time and

energy to litigating this action and effectuating a settlement. Furthermore, as set forth below, Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously represented the interests of the class in litigating this case and have no conflicts of interest. Accordingly, the adequacy requirement is satisfied.

27. Predominance and Superiority. Plaintiff contends that individualized issues do not predominate over the issues of law and fact that are common to the Class as a whole. As explained, *supra*, Plaintiff alleges there are common issues of law and fact given that Plaintiff and all Class Members were subjected to the same policies and pay practices during the relevant time period. Plaintiff and Class Members seek meal and rest premiums, unpaid wages and overtime, and penalties for work performed as non-exempt employees for Defendant. Plaintiff alleges that these issues are suitable for common adjudication because all Class Members were allegedly subject to the same employment policies, and Plaintiff contends the practices applied uniformly to all Class Members.

28. Plaintiff contends that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the alleged injury resulting from Defendant's policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in over 84 individual actions against Defendant. Here, the alternative methods of resolution are individual suits for relatively small amounts. Hence, individual suits would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery.

The Settlement is Fair, Adequate and Reasonable

29. In deciding whether to approve a proposed class action settlement, the Court must find that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of approval." *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further

litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement." *Id.* The Settlement satisfies all of these requirements.

A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.

30. The proposed settlement was reached as a result of arm's length negotiations after the completion of pertinent discovery and the exchange of necessary class data. The negotiations have been, at all times, adversarial and non-collusive in nature. *See*, 4 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, "a court will presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms-length negotiation, untainted by collusion."). Although Plaintiff steadfastly maintains that the claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described above, Defendant presented multiple defenses to Plaintiff's claims, both on the merits and with respect to class certification. Thus, while Plaintiff was prepared to litigate these claims through class certification, and ultimately trial, success was far from certain. Assistance from a well-respected mediator ensured negotiations were non-collusive and well-informed.

B. Extent of Discovery and Stage of Proceedings.

31. As stated above, the Parties engaged in substantial informal discovery before the Settlement was reached to allow them to fully evaluate the class claims and Defendant's defenses. This litigation has reached the stage where the Parties have a clear view of their respective strengths and weaknesses.

C. Strength of Plaintiff's Case and the Risk, Expense, Complexity and Likely Duration of Any Litigation.

32. While Plaintiff and Class Counsel contend the claims asserted in the Action have merit, they also acknowledge the expense and delay of continued litigation. Although the Parties engaged in significant informal discovery in advance of mediation, the Parties still had significant discovery to complete had the matter not settled. This would have required expenditure of

substantial time and resources by both Parties that would have very likely spanned several years. Even if Plaintiff were to certify the classes, the Parties would incur considerably more attorney fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

D. The Risk of Maintaining Class Action Status Through Trial.

33. Plaintiff has not yet filed the motion for class certification, and as such, the extent to which Plaintiff's proposed classes were certifiable is somewhat speculative. Absent settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it could consist of a significantly smaller group of employees than the proposed Settlement Class resulting in less overall recovery.

34. Finally, in class actions, decertification is always a possibility, and there is always a risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class actions and demonstrate that decertification is a real risk that Class Counsel must consider. A class trial would have also required expert witnesses, the accrual of extensive litigation costs, and the commitment of extensive further time and financial resources. Finally, given the complexity and unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who have already waited years for resolution in this matter. Risk and legal uncertainty must be dealt with in any litigation, and this Settlement was the product of compromise accounting for those risks and that uncertainty.

E. The Presence of a Governmental Participant.

35. Class Counsel will be submitting the Settlement Agreement to the LWDA concurrently with the filing of this motion pursuant to Labor Code § 2699(l)(2).

F. The Amount Offered in Settlement is Fair Given the Potential Value of the Claims.

36. Because the class consists of numerous employees, it was unlikely that the potential monetary claims of individual Class Members would have proved viable without the class-action mechanism. The Settlement Agreement should be approved in light of two California appellate

decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

37. The strength of the Plaintiff's case in light of the settlement amount is deemed by courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleged that Defendant failed to pay minimum wages and overtime for all hours worked, failed to provide meal and rest breaks, failed to provide accurate wage statements, failed to pay all wages upon termination, failed to pay all sick pay owed, and failed to reimburse for business expenses, all in violation of California law. Plaintiff seeks related violations of California's Business & Professions Code, penalties pursuant to Labor Code § 2699 *et seq*. Summary calculations for estimated liability for each of these claims follow.

Failure to Pay Regular Wages and Overtime for Off-the-Clock Work:

38. Plaintiff alleged that Defendant failed to pay all wages owed, including by requiring off-the-clock work, violating California Labor Code § 1197, which prohibits "Pay of Less Than Minimum Wage" and states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours worked. "Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time during which the employee is suffered or permitted to work, whether or not required to do so." (8 C.C.R. §11010(2)(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 582.)

39. Plaintiff alleged that when Defendant required off-the-clock work, Plaintiff and the Class Members were not being paid for all hours worked, including due to off-the-clock work and time they were under Defendant's "control," such as when performing mandated daily maintenance of the company vehicle before and after every shift, and for all time spent driving to and from work sites.

40. Defendant argued they did not require off-the-clock work, and correctly calculated and paid all wages, including overtime wages under California law.

41. Plaintiff estimated the Class Members endured approximately ninety (90) minutes of off-the-clock work per shift based on Plaintiff's own experience, including in the manner described above. Based on this, Plaintiff's expert calculated unpaid wages owed for 7.5 hours per week, multiplied by the applicable minimum wage for each year in the liability period, yielding approximately $662,692 (excluding interest) in minimum wages and approximately $447,160 (excluding interest) in overtime wages, for a total unpaid wages of $1,109,852. However, given Defendant's defenses, the lack of time records showing work performed off-the-clock, the need to rely solely on anecdotal evidence, and the potential hurdles facing certification of the off-the-clock claim, Plaintiff applied an 80% discount making for an adjusted realistic exposure of <u>$221,970.40</u>.

<u>Meal Periods and Rest Breaks:</u>

42. Plaintiff argued that Defendant had a common practice and policy of failing to provide compliant meal and rest periods. Plaintiff alleged that Defendant's practice of understaffing and the demands of the job resulted in not being provided the opportunity to take duty-free meal and rest breaks. Defendant required Plaintiff and Class Members to respond as needed to work demands, including during meal and rest breaks, which resulted in Plaintiff and Class Members not being relieved of all duties. For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. See Wage Order 4-2001(7)(A)(3).

43. For each meal period allegedly missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code §226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods.

44. Defendant disagreed with Plaintiff's contentions regarding meal breaks. Defendant argued that in practice all employees were authorized and did in fact take timely uninterrupted meal breaks. Defendant also argued that their written policies were valid and disseminated to all employees. Defendant contended that Class Members were given a reasonable opportunity to take their meal periods, and in fact received their meal periods most of the time. Defendant also contended that differences in how the various employees performed their daily duties would have led to individualized issues predominating and would have defeated class certification.

45. Plaintiff's expert estimated Defendant's maximum total exposure on the meal break claim at approximately $184,815 (excluding interest) based on a detailed analysis of meal period records showing facial violation equal to a 29% violation rate. Plaintiff believes this estimate is high given Defendant's defenses and potential hurdles facing certification of this claim and thus provided an 50% discount making the adjusted realistic exposure <u>$95,726.38.</u>

46. **<u>Rest Breaks:</u>** The same argument applied to rest breaks. Plaintiff contended that Defendant did not provide Class Members with the opportunity to take timely paid 10-minute rest breaks for every four hours or major fraction thereof. Plaintiff contended that Class Members were required to work through their rest breaks in part due to understaffing.

47. Defendant maintained that it provided the reasonable opportunity for Class Members to take duty-free rest breaks. Defendant also pointed out that, unlike meal periods, rest breaks need not be recorded. As these considerations would likely depress the damages *vel non* ultimately awarded, Plaintiff applied significant and appropriate discounts to the rest break claim. Plaintiff's expert estimated Defendant's maximum total exposure on the rest break claim at approximately $430,064 (assuming 60% violation rate for shifts greater than 3.5 hours based on Plaintiff's estimates and anecdotal evidence). Owing to the arguments above and the fact that recording of rest periods is not required, this claim was substantially discounted and was not a major driver of exposure in this case. Plaintiff therefore applied a 90% discount, making the adjusted realistic exposure <u>$43,006.40.</u>

<u>Unreimbursed Business Expenses:</u>

48. Under Labor Code § 2802, employers such as Defendant, are required to reimburse employees for all necessary expenditures or losses incurred by the employees during their job for

the employer. This includes expenses related to the use of personal cell phones, vehicle mileage, and other work-related costs.

49. Plaintiff alleged that Defendant required Plaintiff and Class Members to incur travel expenses for work-related activities without reimbursement. Defendant failed to pay all per diem meal allowances. Furthermore, Defendant required Plaintiff and Class Members to use their personal cell phones for work without reimbursement. Defendant also required Plaintiff and Class Members to use their personal tools and equipment for work-related activities. For example, as a maintenance technician, Plaintiff was required to bring his own tools such as air compressor, wrenches, tape measure, and toolbox. Defendant did not reimburse for the work-related use of personal tools and equipment.

50. Using anecdotal evidence, Class Counsel's expert estimated the exposure on the unreimbursed business expenses to be $56,456 for mileage expenses and $65,685 for cell phone and tools, for a total of $122,141 (using an estimated $10.00 per employee per pay period for mileage and a flat rate of $900 per week per employee for cell phone and tools). Plaintiff's claim for unpaid business expenses under Labor Code section 2802 was appropriately discounted due to the speculative nature of the evidence and the significant risks inherent in pursuing the claim on a class wide basis. Plaintiff's anticipated proof largely relied on anecdotal accounts and estimates, without documentary evidence sufficient to establish the precise scope, frequency, and amount of reimbursable expenses incurred by the Class. Thus, posing potential obstacles to class certification. Considering these challenges—and the risk that individualized inquiries would predominate over common issues, Plaintiff reduced settlement value to this claim by 50% to <u>$61,070.50</u>.

<u>Inaccurate Wage Statement Violations:</u>

51. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover $50 for initial violations for inaccurate wage statements and $100 for subsequent violations, up to a maximum of $4,000 per employee. Plaintiff alleged Defendant issued wage statements to Plaintiff and the Class Members that did not accurately list all hours worked by omitting off-the-clock work and using the incorrect regular rate for calculating overtime wages owed.

52. Defendant challenged Plaintiff's claim for Labor Code § 226(e) penalties, including by

arguing they were merely derivative of the other claims that lacked merit, and Plaintiff's failure to prove the underlying claims could result in the dismissal of these derivative claims. Defendant also argued that it did not knowingly and intentionally commit these alleged violations. *See, e.g.,* Labor Code § 226(e) (recovery of penalties requires showing there was "a knowing and intentional failure by an employer").

53. Plaintiff's expert estimated the maximum total exposure on the section 226 claim at approximately $173,050 (using an estimated 2,734 pay periods in the statutory one-year time period for all Class Members). The Parties discussed these issues, and in light of these and other considerations, Class Counsel factored in a reduction of 50% liability and damages for this cause of action, making the adjusted calculated exposure <u>$86,525</u>.

<u>Failure to Pay Final Wages at Termination or Separation:</u>

54. In allegedly failing to pay Class Members their minimum wages, overtime wages, and premium pay for deficiently provided meal periods and rest breaks, all discussed above, Plaintiffs alleged that Defendant willfully failed to pay Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code § 203.

55. Section 203 further provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages will continue as a penalty until paid for a period of up to 30 days from the date they were due. Because Class Members stopped working for Defendant but were allegedly not paid their full compensation for the reasons discussed above, Class Members did not receive all wages due upon termination of employment.

56. Defendant challenged this claim under Labor Code § 203 with several arguments, including that under Labor Code § 203, employers are only obligated to pay waiting-time penalties if they "willfully" fail to pay wages due and owing at the time of termination or resignation. As Title 8, California Code of Regulations, § 13520 states: "A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203." Defendant argued that their good

faith disputes and lack of willfulness would excuse its violations. Defendant maintained that because they had viable defenses in both law and fact, such penalties were subject to a three-year limitations period under Labor Code § 203(b). Defendant also argued that there is no liability under Labor Code § 203 for violations of meal and rest break requirements alone.

57. Plaintiff's expert estimated the maximum total exposure on the section 203 claim at approximately $182,750.40 (37 terminated employees during the relevant period x 30 days x average hourly of $20.58 x 8 hours per shift). Given the foregoing arguments, this claim had to be steeply discounted. Therefore, Plaintiff applied a 50% discount making the adjusted calculated exposure of <u>$91,375.20</u>

<u>Miscalculation of Regular Rate:</u>

58. To the extent Defendant also paid other forms of remuneration such as bonuses, Plaintiff argued Defendant failed to include such remuneration in the regular rate to calculate and pay overtime sick leave payments, when they were paid. Plaintiff's expert estimated Defendant's maximum exposure for underpaid meal premiums to be $145.00, and underpaid overtime (in the same pay period as other forms of remuneration were paid) to be $128.00. Considering the nominal amounts owed, the regular rate claim was not a major driver of exposure in this case.

59. Plaintiff alleged Defendant made unauthorized deductions from the wages of Plaintiff and other Class Members for things such as "smoker premium' and "ID theft."

60. Plaintiff's expert calculated the unlawful wage deduction claim using the actual records produced, for a total calculated exposure of <u>$15,349</u>.

<u>PAGA Penalties</u>

61. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq*., allows Plaintiff to obtain civil penalties on behalf of herself and other aggrieved employees for Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-

five (75) percent of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining twenty-five (25) percent allocated to the affected employees. The limitations period as for all penalties is one year prior to the filing of the complaint.

62. The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 203, 226(a), 226.3, 226.7, 510, and 1194. PAGA penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendant contested Plaintiff's claim for PAGA penalties.

63. PAGA penalties are also derivative of each and every other claim, and Defendant argued the PAGA claims would be subject to the same defenses as the underlying claims, and as well as additional equitable defenses, including substantial compliance. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, Defendants asserted that penalties under PAGA could, at best, be awarded only at the rates obtainable for initial violations under the applicable statutes, because Defendant had never been notified of the alleged violations. *Id.* at 1208-1209.

64. Plaintiff's expert estimated Defendant's maximum total exposure on PAGA claims at approximately $1,802,235 (2,585 PAGA Pay Periods). However, Class Counsel also estimated any PAGA recovery would be substantially reduced and applied discounts in light of the countervailing arguments with regard to the other causes of action and the Court's power to award "a lesser amount than the maximum civil liability." Therefore, Plaintiff applied an 80% discount for a realistic exposure of $360,447 in PAGA penalties. Given the Gross Settlement Amount of $285,000, the PAGA allocation agreed upon by the Parties therefore was $20,000.00, subject to the Court's final approval. 65% of that amount ($13,000) will be paid to the LWDA out of the Gross Settlement Amount, and the remaining 35% ($7,000) will remain in the Net Settlement Fund for distribution to the Aggrieved Employees.

Unfair Business Practices

65. Plaintiff pled this cause of action to augment their other causes of action and aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations on Plaintiff's wage claims, which qualify as unfair business practices, to four years rather than the three years provided by statute.

Summary

66. The foregoing discussion establishes the adequacy of the Settlement amount in light of the merits of Plaintiff's case and establishes the fairness of the class-action settlement in the instant case, including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by explaining the legal basis for each of Plaintiffs' causes of action, summarizing the evidence that Class Counsel gathered in support of those causes of action, and relating to Defendant's legal and factual arguments that worked to detract from the strength of Plaintiff's case.

67. Class Counsel had to apply appropriate discounts in light of the facts and law as discussed above. In addition, Defendant argued that said employees were dissimilarly situated co-workers, making the certification of all Class Members less than a certainty. This Settlement, like most others, was the product of compromise. As addressed above and by adding up numbers, Plaintiff estimated that Defendant faced approximately $615,022.88 in exposure on Plaintiff's main claims and PAGA penalties of $360,447, for a total liability exposure of $975,469.88. The discounts applied take into consideration the difficulties of proof, the Defendant's defenses, and other attendant risks of each claim. The Gross Settlement Amount of $285,000 therefore represents a recovery for the Class Members of approximately 29% of the total liability exposure. Excluding the discretionary PAGA penalties, the Gross Settlement Amount of $285,000 represents a recovery of approximately 46% of the liability exposure on Plaintiff's main claims under the Labor Code. Plaintiff and Class Counsel submit that this is an excellent result in the face of uncertainty and the prospects of protracted and contested litigation through class certification, summary judgment, and trial.

Class Representative Enhancement Award is Fair and Reasonable

68. Plaintiff spent significant time better apprising themselves of their rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and contacting Class Counsel, who spent many hours with Plaintiff discussing the case and the law. Plaintiff provided Class Counsel with information about Defendant, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed his interests above any member of the putative Class. Plaintiff's courage in proceeding with his class-wide claims should not be underestimated. By suing Defendant, Plaintiff increased his risk of retaliation by prospective employers, who must choose between an applicant who has never sued a prior employer and one who has. This sort of payment to a class representative is a common feature of settlements negotiated by Class Counsel and routinely approved by courts. In light of the foregoing, Class Counsel believes that the incentive award in the amount of $15,000 to the Class Representative is fair and reasonable.

<u>Proposed Class Notice Provides Adequate Notice</u>

69. The notification procedure set out in the Settlement Agreement provides the greatest likelihood that every Class Member will receive the Class Notice, attached to the Settlement as Exhibit A. Under the Settlement, the Administrator will mail the Class Notice to the Class Members via first-class mail no later than 14 days after receiving the Class Data Defendants. (Ex. 1, p. 16). If any Notices Packets are returned undeliverable, the Administrator will forward them to any address appearing on the returned envelope within five (5) calendar days or, if there is no forwarding address, will perform a skip trace before mailing them to any addresses thereby identified. (*Id*.) This is the best and most practicable way to ensure the greatest possible number of Class Members will receive the Notice.

70. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the claims involved, the terms of the settlement, and their options thereunder. It provides for a specific procedure to seek exclusion from the Class, disputing payments and Class data, and for lodging objections to the settlement. In the Class Notice, Class Members will also receive Class Counsel's contact information so they can speak to attorneys conversant with the legal and factual issues

involved in this case, as well as the contact information for the Settlement Administrator. The efforts taken to ensure that Class Members receive the Class Notice and are well informed about the settlement are reasonable and provide the best notice practicable under the facts.

Qualifications and Adequacy of Class Counsel

71. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

72. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

73. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et

al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care

Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

74. I am a 2008 California Western School of Law graduate and was admitted to the California State Bar in December 2008. Since graduating from law school, I have dedicated my entire career to litigating employment class and PAGA actions. I have litigated and settled hundreds of wage and hour class actions and have obtained numerous six and seven figure settlements. As such, I have significant experience specifically working on wage and hour class actions from the plaintiff's side.

75. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the skills and knowledge developed over decades of prosecuting and defending wage and hour class actions to fairly and adequately represent the interests of the Class Members and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the putative Class Members and aggrieved employees in this action.

76. We understand the responsibilities owed as counsel to the Settlement Class Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the claims asserted in this action and have remained committed to dedicating the resources necessary to represent the Settlement Class and vigorously pursue their claims. Based upon my experience and understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,

and reasonable for the Class Members and aggrieved employees and all involved, and that the Settlement is well within the range of reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest with Plaintiff or any other Class Member that would interfere with the duties as Class Counsel.

<u>The Stipulated Award of Attorneys' Fees and Costs</u>

77. Under the Settlement, Class Counsel requests, without opposition from Defendant, an award of Attorneys' Fees and Costs consisting of: One Hundred Fifty Thousand Dollars and Zero Cents ($95,000), one-third of the Gross Settlement Amount, and actual reasonable litigation costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($28,000) for reimbursement of actual reasonable litigation costs. (Ex. 1, p. 2-3). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Class Members, communicating with Class Members regarding their claims, and assisting in the administration of the settlement if it is preliminarily approved. Defendant will not oppose Class Counsel's above fees and cost request.

78. On the date of filing the Motion for Preliminary Approval, Plaintiff submitted the Motion and the Settlement Agreement to the LWDA. Attached hereto as **Exhibit 5** is the LWDA confirmation.

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

Executed this 6th Day of November 2025, at San Diego, California

Marta Manus, Esq.

EXHIBIT 1

CLASS ACTION AND PAGA REPRESENTATIVE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action and Representative PAGA Settlement Agreement and Release of Claims ("Agreement") is made by and between Plaintiff Jesse Crowell ("Plaintiff" or "Class Representative") as an individual and on behalf of all others similarly situated, and Defendant Pentair Commercial Services, LLC f/k/a Ken's Beverage, Inc. (hereafter "Defendant"), subject to the terms and conditions herein and the Court's approval. The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Pentair Commercial Services, LLC captioned *Jesse Crowell v. Pentair Commercial Services, LLC* initiated on September 3, 2024, and pending in Superior Court of the State of California, County of San Francisco, case no. CGC-24-617790.

1.2 "Administrator" means Rust Consulting, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means all persons employed by Defendant in California as non-exempt employees at any point from September 3, 2023, through May 5, 2025 (the "PAGA Period").

1.5 "Class" means all persons employed by Defendant in California as non-exempt employees at any point from August 6, 2020, through May 5, 2025 (the "Class Period"). It shall be an opt-out class.

1.6 "Class Counsel" means Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M. Ruggles, Esq., and Taylor Keaster, Esq., of D.Law, Inc.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees (not to exceed one-third of the Gross Settlement Amount) and expenses (not to exceed $28,000), respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including each Class Member's name, last-known mailing address, Social Security number, number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

1.9 “Class Member” or “Settlement 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 an Aggrieved Employee).

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

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from August 6, 2020, to May 5, 2025.

1.13 “Class Representative” means the named Plaintiff Jesse Crowell in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 “Class Representative Service Payment” means the payment to the Class Representative Jesse Crowell, in an amount not to exceed $15,000 and in addition to Plaintiff’s Individual Settlement Award, for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of San Francisco.

1.16 “Defendant” means named Defendant Pentair Commercial Services, LLC, f/k/a Ken’s Beverage, Inc.

1.17 “Defense Counsel” means Christopher J. Kondon, Esq., and Saman M. Rejali, Esq., of Shook, Hardy & Bacon, LLP.

1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) sixty-five (65) days following the notice of entry of Judgment, assuming no appeal or request for review is filed; (b) if any appeal, writ or other appellate proceeding opposing this settlement has been filed within sixty-five (65) days following the notice of entry of Judgment, then thirty (30) days after when any appeal, writ, or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. It is the intention of the Parties that the Settlement shall not become effective until the Judgment is final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement that disposes of all issues raised in the Action and entering Judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent mutual agreement of the Parties or order of the Court.

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

1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means $285,000 which is the total amount Defendant agrees to pay in full settlement of the Action except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23 “Individual Class Payment” means each Class Member’s *pro rata* share of the Net Settlement Amount in proportion to the number or Workweeks he or she worked in a non-exempt position for Defendant in California during the Class Period.

1.24 “Individual PAGA Payment” means each Aggrieved Employee’s *pro rata* share of 35% of the PAGA Penalties in proportion to the number of PAGA Pay Periods he or she worked in a non-exempt position for Defendant in California during the PAGA Period.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA ($13,000) under Labor Code section 2699, subdivision (i), in resolution of the PAGA claims asserted in the Action.

1.28 “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the

Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked in a non-exempt position for Defendant in California for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from September 3, 2023, to May 5, 2025.

1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 "PAGA Notice" means Plaintiff Jesse Crowell's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 "PAGA Penalties" means the total amount to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($7,000) and the 65% to LWDA ($13,000), in settlement of the PAGA claims asserted in the Action.

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

1.36 "Plaintiff" means Jesse Crowell, the named plaintiff in the Action.

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

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39 "Released Class Claims" means all claims arising at any time during the Class Period that were pled, or which could have been pled based on the factual allegations contained in Plaintiff's operative complaint as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means all claims arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in Plaintiff's operative complaint and/or Plaintiff's PAGA Notice submitted to the LWDA as described in Paragraph 5.3 below.

1.41 "Released Parties" means Defendant including each of its past, present and future parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, as well as their respective past, present, and future owners, officers, directors, shareholders, employees, managers, agents, principals, representatives, administrators, accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

1.42 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member as described in Paragraph 7.5.1 below.

1.43 "Response Deadline" means the date sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days after the Response Deadline has expired to submit Requests for Exclusion and/or Objections to the Settlement.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45 "Workweek" means a workweek shall be defined as any regular workweek in which the class member-claimant worked on three (3) or more days.

2. **RECITALS**.

2.1 On September 3, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay All Wages; (2) Failure To Pay All Overtime Wages At the Legal Overtime Paty Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Unfair Business Practices. On November 8, 2024, Plaintiff filed a First Amended Complaint adding a claim under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged. Defendant further denies that, for any purpose other than this Settlement, the Action is appropriate for class or representative treatment.

2.3 On April 8, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl, Esq. which led to this Agreement to settle the Action. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties supervised by a highly experienced class action mediator. This Agreement represents a compromise and settlement of highly disputed claims, and is intended to settle, compromise and discharge the Released Class Claims and Released PAGA Claims against the Released Parties fully, finally, and forever. The Parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action.

2.4 Prior to mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in the Action, including time and pay records for 68 Class Members and other information necessary for Plaintiff to create a damages exposure analysis. Plaintiff hired an expert, DLSE Consulting, LLC, to prepare damage calculations and an exposure analysis for the mediation. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5 The Court has not granted class certification. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved, or for any other reason, the Parties stipulate that the Participating Class Members may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval or the Effective Date does not occur, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its right and declares that it will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court fail to issue Final Approval or should the Effective Date does not occur for any reason.

2.6 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.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $285,000 and no more as the Gross Settlement Amount and to separately pay only its share of any applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments, including the employer FICA, FUTA, and SDI contributions. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $15,000 (in addition to any Individual Class Payment and any 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 shall not submit any Request for Exclusion. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, and/or interest arising as a result of the Class Representative Service Payment. In exchange for this Service Award, Plaintiff agrees to the Release set forth in Paragraph 5.1 of this Agreement (inclusive of all of its subparts), agrees not to publicize the Settlement beyond what is required or expressly approved by the Court, agrees to respond to any inquiry regarding the Settlement only by referring the inquiry to Class Counsel and saying nothing further.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $95,000, and a Class Counsel Litigation Expenses Payment of not more than $28,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will request Class Counsel Fees Payment and Class Litigation Expenses Payment in conjunction with the Final Approval Motion. Except for any Class Counsel Fees Payment and Class Litigation Expenses Payment awarded by the Court, Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Plaintiff, any Participating Class Member, any Aggrieved Employee, or Class Counsel. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment and issue one or more IRS 1099 Forms to Class Counsel reflecting these payments. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The Parties agree that, over and above the amount of any Class Counsel Fees Payment and Class Litigation Expenses Payment awarded by the Court, Plaintiff and Defendant shall each bear his/its own fees and costs incurred by him/it arising out of this Action, the negotiation, execution, or implementation of this Settlement, and/or the process of obtaining, administrating or challenging any Preliminary Approval Order, Final Approval, and/or Judgment. The Parties will not seek reimbursement of any such fees and/or costs from any Party to this Agreement or any of the Released Parties.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$8,974 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 \$8,974, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: Each Settlement Class member shall be eligible to receive an Individual Class Payment. The Administrator will distribute Individual Class Payments to Participating Class Members.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator on an IRS W-2 Form. The 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 by the Administrator on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 65% (\$13,000) allocated to the LWDA PAGA Payment and 35% (\$7,000) allocated to the Individual PAGA Payments. In the event the Court declines to approve this Agreement because the amount of PAGA Penalties is not adequate, then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within the Gross Settlement Amount, to try to achieve Final Approval of the Agreement.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA

Penalties ($7,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 84 Class Members who collectively worked a total of 6,347 Workweeks between September 3, 2020 and December 31, 2024, and 41 Aggrieved Employees who collectively worked a total of 2,153 PAGA Pay Periods between September 3, 2023 and December 31, 2024.

4.2 Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data will not be provided to Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which 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.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxes as calculated by the Administrator, by transmitting the funds to the Administrator no later than fourteen (14) business days after the Effective Date. Upon Defendant's transfer of the Gross Settlement Amount and its share of employer payroll taxes to the Administrator, the Released Parties and Defendant's Counsel shall have no further monetary liability or financial responsibility to Class Counsel, Plaintiff, Participating Class Members, Aggrieved Employees, the Administrator or any vendors or third parties employed by Plaintiff, Class Counsel and/or the Administrator in connection with the Action. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and after the Effective Date of the Agreement.

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

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

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Administrator shall not have any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Without limiting the foregoing, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). The Administrator shall provide notice to Class Counsel and Defendant's Counsel of any Individual Class Payment check and any Individual PAGA payment check that remains uncashed after the void date.

4.4.4 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 (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 or Aggrieved Employees may be entitled under any benefit plans, and that the Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payment or Individual PAGA Payment (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

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

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge the Released Parties from all claims, transactions or occurrences of any nature whatsoever, whether known or unknown, that occurred from the beginning of time to the execution of this Agreement, including, but not limited to all Released Class Claims as set forth in Paragraph 5.2, all Released PAGA Claims as set forth in Paragraph 5.3, and any and all other claims arising out of, based upon, or relating to Plaintiff's employment with Defendant and/or the remuneration for or separation of such employment ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claim that which cannot be legally waived. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For any claim that is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or other otherwise participate in any putative or certified class, collective, or multiparty action or proceeding based on such a claim in which Defendant or any other of the Released Parties is a party.

5.1.1 Plaintiff's Waiver of Rights Under 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.

5.1.2 Nothing in this Agreement prohibits Plaintiff from reporting possible violations of federal or state law or regulation to the government, including but not limited to the EEOC, Department of Justice, Securities and Exchange Commission, Congress, and any agency inspector general, or filing a charge with or participating in an investigation or proceeding conducted by the EEOC or a comparable state or local agency (collectively, any such activity shall be referred to as a "Government Report"). However, by signing this Agreement, Plaintiff understands and agrees that he is waiving the right to receive any award of monetary or other benefits or any other legal or equitable relief whatsoever from the Released Parties, including but not limited to payment for attorneys' fees, costs or disbursements, resulting from any such proceeding by Plaintiff, anyone else on his behalf, or otherwise. Plaintiff agrees to waive such personal relief from the Released Parties even if it is sought on his behalf by an agency, a governmental authority, or a person claiming to represent him and/or any member of a class.

5.2 Release by Participating Class Members:
All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from the Released Class Claims, including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure To Pay All Overtime Wages At the Legal Overtime Paty Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Unfair Business Practices. The Released Class Claims include all types of relief available for the Released Class Claims, including without limitation any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, and liquidated damages. All claims for attorneys' fees and costs that Plaintiff, Class Counsel, and Participating Class Members may possess against any Released Party relating to the Released Class Claims have been compromised and resolved in this Settlement. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. Any Class Member who does not opt out, regardless of whether they cash their settlement check, will be bound by all terms of the Settlement, including those pertaining to Released Claims, Released Parties, as well as any Judgment that may be entered by the Court if it grants final approval of the settlement.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from the PAGA Released Claims, including any and all claims for PAGA penalties involving any alleged: (1) Failure to Pay All Wages; (2) Failure To Pay All Overtime Wages At the Legal Overtime Paty Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Violations of Labor Code § 246. The Released PAGA Claims include all types of relief available for the Released PAGA Claims, including without limitation any claims for damages, penalties, fines, attorneys' fees, costs, expenses or interest. Aggrieved Employees will receive their share of the employee portion of the PAGA Penalties and will be deemed to have released the PAGA Released Claims regardless of whether they opt-out from the Settlement Class. Aggrieved Employees may not opt out or otherwise request exclusion from the PAGA portion of this Settlement.

5.4 This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim and/or Released PAGA Claim.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that includes a request for approval of the Class and PAGA Settlement under Labor Code section 2699, subdivision (l). Defendant shall not oppose such motion so long as the motion and supporting papers are consistent with the terms of this Agreement. Plaintiff's counsel shall provide Defendant with five (5) days to review and provide comments to the motion and proposed order before they are filed. In accordance with Labor Code section 2699(s)(2), Plaintiff shall provide a copy of this Agreement to the LWDA on or before the date Plaintiff files his Motion for Preliminary Approval.

6.1 If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc., to serve as the Administrator and verified that, as a condition of appointment, Rust Consulting, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member received the Notice. Upon completion of these steps by the Administrator, the Parties and the Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a Participating Class Member and shall be bound by all the terms of the Settlement and the Court's Final Approval Order.

7.4.4 The deadlines for Class Members' written Objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline. The date of the fax or postmark shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, actually receives an Individual Class Payment, or cashes the check(s) for the Individual Class Payment.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination with respect to such challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, 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. If a Class Member timely submits both an Objection and a Request for Exclusion, the Objection will be considered invalid.

7.7.2 Participating Class Members may send written Objections to the Administrator, by fax or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral Objections at the Final Approval Hearing. A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). The date of the fax or postmark shall be the exclusive means to determine whether an Objection has been timely submitted.

7.7.3 Class Members who fail to timely object as specified in Paragraph 7.7.2 will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections and seeking any adjudication or review, whether by appeal or otherwise, to this Agreement.

7.7.4 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.5 Neither Plaintiff nor Defendant shall be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement.

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 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 (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

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

7.8.5 Calculation of Individual Class Payments, Individual PAGA Payments, Applicable Withholdings, and Remittance of Employee Taxes. The Administrator shall calculate the Individual Class Payment each Class Member is eligible to receive and shall calculate the Individual PAGA Payment each Aggrieved Employee will receive. The Administrator shall make all applicable tax withholdings from the Wage Portions of the Individual Class Payments, and prepare and issue all IRS W-2 and 1099 Forms and/or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Administrator shall remit to the appropriate taxing authorities sufficient amounts, if any, as may be owed by Class Members for applicable employee taxes on the Wage Portions of the Individual Class Payments.

7.8.6 Calculation and Remittance of Employer Payroll Taxes. The Administrator shall calculate and inform Defendant of the employer's share of payroll taxes on the Wage Portions of the Individual Class Payments. The Administrator shall provide to Defendant an estimate of the employer's share of payroll taxes within fourteen (14) days of sending out Notice to the Class Members. Upon calculation of each Participating Class Member's share of the Net Settlement Amount, and at least three (3) days after the Court enters Final Approval, the Administrator shall advise Defendant of the amount of the employer's share of payroll taxes. The Administrator shall remit the employer taxes due to the appropriate taxing authorities.

7.8.7 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.8 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class

Counsel is responsible for filing the Administrator's declaration in Court.

7.8.9 Without prejudice to any other remedies, the Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Administrator or its agents.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 84 Class Members who collectively worked a total of 6,347 Workweeks between September 3, 2020 and December 31, 2024 ("Certified Workweek Amount) and (2) there were 41 Aggrieved Employees who collectively worked a total of 2,153 Pay Periods between September 3, 2023 and December 31, 2024. If the actual number of Workweeks for the Settlement Class during the Class Period exceeds 6,856 by more than five percent (5%), the Gross Settlement Amount shall be increased by the percentage difference between the Certified Workweek Amount and the actual number of Workweeks that accrued for all class members during the Class Period.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may in its sole discretion, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Defendant shall not oppose such motion so long as the motion and supporting papers are consistent with the terms of this Agreement. Plaintiff's counsel shall provide Defendant with five (5) days to review and provide comments to the motion and proposed order before they are filed. In accordance with section 2699(s)(3) of the Labor Code, Plaintiff shall provide to the LWDA a copy of the Final Approval Order and Judgment entered by the Court in this Action within ten (10) days after entry of the Final Approval Order and Judgment.

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

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

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

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If there are any appeals to the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the Released Class Claims, Released PAGA Claims and/or Released Parties), 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.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and 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 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Neither Plaintiff nor his counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and his counsel further agree that, prior to filing the motion for preliminary approval of the Settlement, they will keep the terms of this Settlement confidential. From and after the filing of the motion for preliminary approval of the Settlement, Plaintiff and his counsel may: (1) as required by law; (2) as required under the terms of the Settlement, or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and his counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the internet), to say the action has been resolved and that Plaintiff and his counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Plaintiff's counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with the Settlement Class Members regarding the Settlement. Nothing in this paragraph shall restrict Plaintiff or Class Counsel from making any disclosures necessary to seek Court approval of this settlement or in any future motion for attorney's fees.

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

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

12.5 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.

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

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

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court. Any such instrument must specifically reference this Agreement.

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

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

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to 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 California Rules of Court rule. Not 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.

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

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

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

To Plaintiff:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420
Email: Gregg@d.law

To Defendant:

Christopher J. Kondon, Esq.
Saman M. Rejali, Esq.
SHOOK, HARDY & BACON, LLP
2121 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Tel.: (424) 285-8330
Email: CKondon@shb.com, SRejali@shb.com

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

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

12.20 Non-Monetary Relief. Prior to May 5, 2025, Defendant will recirculate its Meal and Rest Period Policy and California Paid Time Off Policy to Settlement Class members who it currently employs.

12.21 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 06 / 18 / 2025

____
Plaintiff Jesse Crowell

Dated: 7/10/2025

Joe Johnson
____
Defendant Pentair Commercial Services, LLC

Joe Johnson
____
Print Name of Authorized Signatory

APPROVED AS TO FORM

D. LAW, INC.

Dated: 06/18/2025

/s/ Gregg Lander, Esq.

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq
Attorneys for Plaintiff Jesse Crowell

SHOOK, HARDY & BACON, LLP

Dated: 07/10/2025

Christopher J. Kondon, Esq.
Saman M. Rejali, Esq.
Attorneys for Defendant

EXHIBIT A

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

***Jesse Crowell v. Pentair Commercial Services, LLC* f/k/a Ken's Beverage, Inc.**
San Francisco County Superior Court of California – Case No. CGC-24-617790

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Pentair Commercial Services, LLC f/k/a Ken's Beverage, Inc. ("Defendant" or "Pentair" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Pentair employee Jesse Crowell ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for Defendant during the Class Period (August 6, 2020 to May 5, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendant during the PAGA Period (September 3, 2023 to May 5, 2025) ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section **D** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. 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 that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant as a non-exempt employee during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert against Defendant all claims arising at any time during the Class Period that were pled, or reasonably could have been pled, based on the factual allegations contained in this Action.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing via fax, mail, or email. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue against Defendant claims arising at any time during the Class period that were pled, or reasonably could have been pled, based on the factual allegations contained in this Action, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

<u>If you are still employed by Defendant, this Settlement will not affect your employment</u>. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her/their share will be paid to those who do participate.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS 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 right to assert claims against Defendant that are covered by this Settlement (described as "Released Class Claims" in the Settlement Agreement and in Section **C.9** of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is __________, 2025**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending, via fax, mail, or email, the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **G** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue "PAGA Released Claims" as described in the Settlement Agreement and in **Section 10** of this Notice.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ____________, 2025**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, 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. See Section **G** of this Notice.
You Can Participate in the ____________, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **G** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by ____________, 2025**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked three or more calendar days during the Class Period and how many PAGA Periods you worked three or more calendar days during the PAGA Period. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by_ ____________, 2025. See Section **D** of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Pentair employee. The Action accuses Defendant of violating California labor laws by asserting causes of action for: (1) Failure to Pay All Wages; (2) Failure To Pay

All Overtime Wages At the Legal Overtime Paty Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Unfair Business Practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, et seq.). Plaintiff is represented by attorneys in the Action: Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M. Ruggles, Esq., and Taylor B. Keaster, Esq. of D.Law, Inc. ("Class Counsel").

Defendant strongly denies violating any laws, denies failing to pay any wages, and contends it complied with all applicable laws. Defendant further denies that, for any purpose other than this Settlement, the Action is appropriate for class or representative treatment.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits of Plaintiff's claims or whether the Action is suitable for treatment as a class and/or representative action.

In the meantime, Plaintiff and Defendant hired a neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), agreeing to jointly ask the Court to enter a Judgment ending the Action, and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

C. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $285,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative

Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 business days after the "Effective Date," as defined in Section 1.18 of the Settlement Agreement.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $95,000 (one-third of the Gross Settlement to Class Counsel for attorneys' fees) and up to $28,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $15,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $8,974 to the Administrator for services administering the Settlement.

   D. Up to $20,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay its share of any applicable employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and if the monies represented by your check is sent to the Controller's Unclaimed Property, you should contact the State Controller's Office Unclaimed Property Division at (800) 992-4647 or visit https://www.sco.ca.gov/upd_contact.html for information on how to collect your monies.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing via fax, mail, or email, not later than ___________, 2025, that you wish to opt-out. The Request for Exclusion should be a letter via fax, mail, or email from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue against Defendant the Released Class Claims covered by this Settlement.

You cannot opt-out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert against Defendant claims arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in the Action and/or Plaintiff's PAGA Notice submitted to the LWDA.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

   The Administrator's contact information is contained in **Section I** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid its share of any applicable employer payroll taxes, Participating Class Members will be legally barred from

asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities (described as "Released Parties" in the Settlement Agreement) for claims resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims arising at any time during the Class Period that were pled, or reasonably could have been pled, based on the factual allegations contained in Plaintiff's Operative Complaint, including any and all claims involving any alleged: (1) Failure to Pay All Wages; (2) Failure To Pay All Overtime Wages At the Legal Overtime Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Unfair Business Practices. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. Any Settlement Class Member who does not opt out, regardless of whether they cash their settlement check, will be bound by all terms of the Settlement, including those pertaining to Released Claims, Released Parties, as well as any Judgment that may be entered by the Court if it grants final approval of the settlement.

10. <u>Aggrieved Employees' PAGA Release.</u> After the Court's Judgment is final, and Defendant has paid the Gross Settlement and separately paid its share of any applicable employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA Released Claims against 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 opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities (described as "Released Parties" in the Settlement Agreement) for claims for PAGA Penalties resolved by this Settlement.

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

> All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the

Released Parties from all claims arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in Plaintiff's Operative Complaint and/or Plaintiff's PAGA Notice submitted to the LWDA, including : (1) Failure to Pay All Wages; (2) Failure To Pay All Overtime Wages At the Legal Overtime Paty Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure To Pay Premium Wages At the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Illegal Wage Deductions; (8) Failure To Timely Furnish Accurate Itemized Wage Statements; 9) Derivative violations of Labor Code §§ 201-202; (10) Independent violations of Labor Code §§ 201-202; and (11) Violations of Labor Code § 246 ("PAGA Released Claims"). Aggrieved Employees will receive their share of the employee portion of the PAGA Penalties and will be deemed to have released the PAGA Released Claims regardless of whether they opt-out from the Settlement Class. Aggrieved Employees may not opt out or otherwise request exclusion from the PAGA portion of this Settlement.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $7,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweeks/PAGA Pay Periods Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ____, 2025, to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Periods challenges 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. The Administrator shall notify you of its decision regarding a Workweeks and/or PAGA Pay Periods challenge.

E. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

F. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter via fax, mail, or email from you or your representative that reasonably communicates your election to opt-out of the Class Settlement and that includes your name, present address, email address or telephone number. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jesse Crowell v. Pentair Commercial, LLC*, and include your identifying information (full name, address, email address or telephone number). **The Administrator must be sent your request to be excluded by ____, 2025, or it will be invalid. Section I** of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. **The deadline for sending written objections via fax, mail, or email, to the Administrator is ______________________________, 2025**. Be sure to tell the

Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jesse Crowell v. Pentair Commercial Services, LLC* and include your name, current address, email address or telephone number, and approximate dates of employment for Defendant Pentair and sign the objection. **Section I** of this Notice has the Administrator's contact information.

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

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ___________, at ____ a.m./p.m. in Department 304 of the San Francsico Superior Court, located at 400 McAllister Street, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or telephonically via Courtroom Public Access Telephone Lines https://sf.courts.ca.gov/online-services/courtroom-public-access-telephone-lines. Check the Court's website for the most current information.

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

I. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url)___________________.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://sf.courts.ca.gov/online-services/case-information and entering the Case Number for the Action, Case No. CGC-24-617790. You can also make an appointment to personally review court documents in the Clerk's Office at the San Franscisco Courthouse by calling (415) 551-4000.

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

<u>Class Counsel</u>:
Emil Davtyan, Esq.
Gregg Lander, Esq.

Vanessa M. Ruggles, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 N Brand Blvd., Ste. 840
Glendale, CA 91203
Tel.: (818) 962-6465
Email: m.manus@d.law

Settlement Administrator:
Rust Consulting, Inc.
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should contact the State Controller's Office Unclaimed Property Division at (800) 992-4647 or visit https://www.sco.ca.gov/upd_contact.html for information on how to collect your monies.

K. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA REPRESENTATIVE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Pursuant to Section 12, Paragraph 12.9, of the Class Action and Representative PAGA Settlement Agreement and Release of Claims ("Agreement") between Plaintiff Jesse Crowell ("Plaintiff" or "Class Representative") as an individual and on behalf of all others similarly situated, and Defendant Pentair Commercial Services, LLC f/k/a Ken's Beverage, Inc. (hereafter "Defendant") (collectively, the "Parties"), subject to the terms and conditions herein and the Court's approval. Pursuant to this Amendment to the Class Action and Representative PAGA Settlement Agreement and Release of Claims ("Amendment"), the following paragraphs of the Agreement are hereby amended as follows:

1. DEFINITIONS.

1.6 "Class Counsel" means Emil Davtyan, Esq., David Yeremian, Gregg Lander, Esq., Vanessa M. Ruggles, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq.,of D.Law, Inc

1.8. **"Class Data" means** Class Member identifying information in Defendant's possession including each Class Member's name, last-known mailing address, last-known email address (where available), Social Security number, number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

1.43 "Response Deadline" means the date sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days after the Response Deadline has expired to submit Requests for Exclusion and/or Objections to the Settlement.

7. SETTLEMENT ADMINISTRATION

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail and via email, where email addresses are available, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.4 The deadlines for Class Members' written Objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional fifteen (15) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, mail, or email, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter or email from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, postmarked, or emailed by the Response Deadline. The date of the fax, postmark, or email shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, mail, or email. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination with respect to such challenges. The Administrator shall notify each Class Member who submitted a challenge to the number of Class Workweeks and/or PAGA Pay Periods of its determination as to the Workweeks and/or PAGA Pay Periods dispute.

7.7.2 Participating Class Members may send written Objections to the Administrator, by fax, mail, or email. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral Objections at the Final Approval Hearing.

A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice was re-mailed). The date of the fax, postmark, or email shall be the exclusive means to determine whether an Objection has been timely submitted.

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

To Plaintiff:
Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 N Brand Blvd., Ste. 840
Glendale, CA 91203
Tel.: (818) 962-6465
Email: m.manus@d.law

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: 9/25/2025

Signed by:
6F107B4802314B0...
Plaintiff Jesse Crowell

Dated: ____________

____
Defendant Pentair Commercial Services, LLC

____
Print Name of Authorized Signatory

A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice was re-mailed). The date of the fax, postmark, or email shall be the exclusive means to determine whether an Objection has been timely submitted.

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

To Plaintiff:
Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 N Brand Blvd., Ste. 840
Glendale, CA 91203
Tel.: (818) 962-6465
Email: m.manus@d.law

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _______________

____
Plaintiff Jesse Crowell

Dated: 10/27/25

Joe Johnson
____
Defendant Pentair Commercial Services, LLC

Joe Johnson
____
Print Name of Authorized Signatory

D. LAW, INC.

Dated: October 3, 2025 ______________________

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff Jesse Crowell

SHOOK, HARDY & BACON, LLP

Dated: ______________________ ______________________

Christopher J. Kondon, Esq.
Saman M. Rejali, Esq.
Attorneys for Defendant

D. LAW, INC.

Dated: ____________________ ______________________________________

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff Jesse Crowell

SHOOK, HARDY & BACON, LLP

Dated: 10/27/2025 ______________________________________

Christopher J. Kondon, Esq.
Saman M. Rejali, Esq.
Attorneys for Defendant

EXHIBIT 3

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Gregg Lander, Esq. (#194018)
g.lander@d.law
Vanessa M. Ruggles (SBN 254031)
v.ruggles@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff JESSE CROWELL,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO – COMPLEX LITIGATION

JESSE CROWELL, on behalf of himself and all others similarly situated, Plaintiffs, v. PENTAIR COMMERCIAL SERVICES, LLC, a Delaware limited liability company; and Does 1 to 50, inclusive, Defendants.	**<u>CLASS ACTION</u>** Case No. CGC-24-617790 Honorable Ethan P. Schulman Department 304 **DECLARATION OF DEEPAK GOEL IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: Time: Dept.: 304 Action filed: September 3, 2024 Trial date: None Set

DECLARATION OF DEEPAK GOEL

I, Deepak Goel, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a managing partner at dlse Consulting, LLC ("DLSEC") and have provided data analysis and damage exposure for over 1,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to manufacturing, retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as Exhibit 1 and cases on which I have been deposed or provided reports is attached hereto as Exhibit 2. DLSEC was founded in 2010 and has been hired to provide expert analysis for more than 1,000 cases. DLSEC provides data and

statistical analysis based on timekeeping records, pay records, HRIS records and other types of employee data.

3. I obtained an MBA from the Marshall School of Business at the University of Southern California in 1990 and a BS in Business Administration also from the University of Southern California in 1985.

4. I was retained by Counsel for Plaintiff in the matter *Crowell v Pentair Commercial Services, LLC,* San Francisco County Superior Court Case No: CGC-24-617790, to assist in evaluating the alleged wage and hour claims based upon putative class member data in preparation for a mediation that occurred on April 8, 2025.

Class Size and Extrapolation

5. Based on information from Counsel for Plaintiff and the data provided to me, I understand that data was provided for all putative class members.

6. The time punch data covered shifts date from May 19, 2021 through December 31, 2024. The payroll data covered pay dates from May 28, 2021 through January 10, 2025.

7. Based on the time punch and payroll data analyzed, I determined the putative class contained 68 employees and 5,313 work weeks and 5,313 pay periods.

8. To extrapolate work weeks and pay periods to mediation data, I determined the extrapolation factor. The extrapolation factor was calculated as follows:

a. The days between mediation date and the start of the class period, 1,707 days (August 6, 2020 and April 8, 2025), divided by the number of days covered by the data provided, 1,323 days (May 19, 2021 to December 31, 2024).

b. Hence the extrapolation factor is 1.707 / 1,322 = 1.290249

9. I applied the extrapolation factor, calculated above, to the work week and pay period counts. The estimated work weeks and pay periods through mediation date are 6,856 (5,313 * 1.290249).

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

Executed this on 4th day of August 2025, at La Canada Flintridge, California

Deepak Goel

EXHIBIT 1

Deepak Goel

4822 Commonwealth Ave • La Canada, Ca 91011 • (818) 688-1048 • DGoel@dlseConsulting.com

SUMMARY

Deepak Goel is the founder and Managing Partner at *dlse Consulting LLC*. Prior of starting *dlse Consulting LLC,* he was a Director in the litigation consulting practice of Resolution Economics LLC. Mr. Goel has an MBA from the Marshall School of Business at the University of Southern California and a BS in Business Administration also from the University of Southern California. Prior to joining Resolution Economics, he was a Senior Managing Consultant with Navigant Consulting Inc. and a systems analyst for O'Melveny & Myers.

Mr. Goel has experience developing systems to collect, import, analyze, and report on large amounts of data in the insurance, financial, medical, entertainment, food service, and public sector industries. He is experienced in the application of financial, economic, and statistical analysis to litigation and other general business matters. He has performed financial, statistical, and potential exposure analyses in employment, wage & hour, intellectual property, construction delay and disruptions, and other commercial litigation matters. He has attended and assisted clients at mediations.

PROFESSIONAL EXPERIENCE

Mr. Goel has experience calculating employment-related damages as well as performing statistical analysis of liability in class action employment claims. He also performs financial analysis, general damages analysis, and statistical analysis in a broad range of matters including breach of contract and intellectual property. Assignments representative of Mr. Goel's professional experience include the following:

- Consulting and mediation services to a national restaurant chain's in-house counsel in several class action wage and hour matters alleging failure to pay for missed lunches, failure to pay for missed rest periods, failure to pay accrued vacation at termination, tip share violation and various other allegations. Services included devising a methodology to determine potential violations, methodology to develop a class list, creation of potential exposure models, assisting with data production and assisting at the mediations.

- Consulting services to an organ and tissue recovery firm. Services included identifying potential class members, creating a master database of all time and pay records, calculating the potential exposure under different theories and assumptions. The issue was non-payment of missed meal, incorrect calculation of "regular rate" for overtime hours, and "on-call" hours paid at less than minimum rate.

- Conducting an internal audit for a client in the hospitality industry to determine if the hourly employees were paid appropriately.

- Consulting services to Attorneys General in several states involved in arbitration for reimbursement of medical costs from cigarette manufacturers.

- Consulting and mediation services to a large civil engineering consulting services firm. Services included identifying potential class members and calculation of exposure under differing scenarios due to an illegal alternate work week schedule.

- Consulting services to a governmental agency charged with cleaning up leaking underground storage tanks. Services provided included reengineering, design, and implementation of a computerized system to track applications for reimbursement.

- Consulting and mediation services to a large package delivery company. Services included identifying potential class members and calculation of exposure due to unpaid missed meal periods, incorrect overtime calculation, and unauthorized edits to time records.

- Consulting services to large IT services provider. Services included identifying exempt employees who were "on-call," the frequency and severity of pages received, and calculation of potential exposure.

- Consulting and mediation services to a large toy retailer. Services included calculation of wages owed for missed lunch breaks, missed rest periods, and off-the-clock work.

- Consulting services to a fitness club in connection with a class action brought by current and former health club members alleging that contracts were misleading. Services included processing and analyzing large quantities of data and performing statistical analysis of the criteria determining class membership.

- Consulting services to defendant's counsel in a matter alleging underpayment of expenses and vehicle reimbursement amount to salespeople. Services included analysis of data and an estimation of economic damages.

- Consulting and mediation services to a large home mortgage generation company. Services included calculation of wages owed for missed lunch breaks and off-the-clock work

- Consulting services to a large retailer of musical instruments. Services included a calculation of wages owed if not for an automatic meal deduction policy employed by the retailer.

- Consulting services to a large manufacturer of musical instruments. Services included a calculation of wages owed if not for missed meal period, and working "off-the-clock".

- Consulting services to defendant's counsel in a class action matter alleging worked hours not paid at large computer components retailer. Services included defining the potential class and calculating the total hours worked per day by each employee.

- Consulting services to defendant's counsel in a class action matter alleging racial discrimination in the officer disciplinary process at a very large police department. Services included statistical analysis of data to test plaintiffs' allegations and work related to rebutting analysis proffered by plaintiffs' expert.

- Consulting services to plaintiff's counsel in a class action suit alleging misclassification of employees at a government agency. Services included creating a computerized system to calculate damages under various assumptions and reporting the results.

- Consulting and mediation services to a medical instrument manufacturer. Services included calculation of wages owed for missed lunch breaks and off-the-clock work.

- Consulting services to defendant's counsel in two class action wage and hour matters where the underlying issue was the legality of a factored rate plan at two hospitals. Services included creating a model to calculate damages had the plan not been in effect and assisting at the mediation.

- Consulting services to defendant's counsel in two class action wage and hour matters alleging failure to pay for missed lunches and rest periods. Services included devising a methodology to estimate missed rest periods and lunches and assisting at the mediation.

- Consulting services to defendant's counsel in a wage and hour class action matter alleging that the defendant grocery store chain misclassified several hundred non-exempt assistant managers as exempt workers. Services included creating database of hours worked and designing a flexible financial model.

- Consulting services to plaintiff's counsel in an intellectual property matter alleging that the defendants illegally profited by building a commercial enterprise around the viewing of major sporting events. Created a large database to determine crossover customers and evaluated lost sales.

- Consulting services to plaintiff's counsel in an environmental cleanup matter. Services provided include evaluating potential recovery from insurance carriers, site analysis, policy review, and allocation analysis.

- Consulting services to a governmental agency charged with liquidating failed financial institutions. Services provided include planning and coordinating closing-related data processing activities, including obtaining and converting data from service providers, performing insurance determination for depositors, and pay out functions.

- Consulting services to plaintiff's counsel in a construction delay and disruptions matter in the utility industry. Services provided include designing a computer model to simulate a functioning nuclear power plant and the effect of other energy sources for the utility.

- Consulting services to defendant's counsel in a discrimination matter in the music concert industry. Services provided include assimilation of concert information for different sources and normalizing of the data.

EMPLOYMENT SUMMARY

dlse Consulting LLC:
Managing Partner, 2010 to present

Resolution Economics LLC:
Director, 2008 to 2010
Senior Manager, 2006 to 2008
Manager, 2001 to 2006

Navigant Consulting, Inc. (Peterson Consulting):
Senior Managing Consultant, 1998 to 2001
Managing Consultant, 1996 to 1998
Executive Consultant, 1994 to 1996
Senior Consultant, 1992 to 1994
Staff Consultant, 1990 to 1992

Ernst & Young:
Intern, 1988 to 1990

O'Melveny & Myers:
Trainer / Systems Analyst, 1986 to 1988

Computer Training Specialists:
Trainer, 1985 to 1986

EDUCATION

M.B.A., University of Southern California – Marshall School of Business, 1990

B.S., Business Administration, University of Southern California, 1985

EXHIBIT 2

4822 Commonwealth Ave
La Canada, CA 91011
(818) 688-1048
www.dlseConsulting.com

Case Number	Case Name	Court	Date
CGC-13-529601	Ashwin Nanda v. Western Dental Services, Inc.	San Francisco	March 2014
1:14-CV-00797-DAD-MJS	Eliazar Sanchez, et. al. v. Frito-Lay Inc.	US District Court – Eastern District of California	November 2018
37-2016-00015444-CU-OE-CTL	Will Taylor, Ken Gorman, Nicholas Wayman v. DMCG, Inc., Financial Casualty & Surety, Inc., Bail Hotline Bonds, Inc., Fugitive Recovery International, Inc. Fugitive Recovery Investigations, Inc. McGuire Bros Enterprises, Inc.	San Diego	October / November 2019
RIC 1706458	Alberta Roman and Peter Alvarado v. TRM Manufacturing Inc.	Riverside	February 2020
30-2020-01150203-CU-OE-CXC	Sergio V. Bernal v. SERCO, Inc.	Orange	October 2020
20-2-08249-0 SEA	Karli White, and Antonio Mitchell v. Providence Health Services, Washington	Seattle, Washington	April 2021
2:21-CV-00863-TLN-JDP	Shelia Kincaid v. Educational Credit Management Corporation	US District Court – Eastern District of California	April 2023
21-2-13058-1 SEA	Naomi Bennett and Janet Hughes v. Providence Health & Services	King County, Washington	April 2023

EXHIBIT 2

4822 Commonwealth Ave
La Canada, CA 91011
(818) 688-1048
www.dlseConsulting.com

21-2-16148-7 SEA	Yolanda Callister, Nancy Gladsjo and Kendall Wallace v. Swedish Health Services	King County, Washington	May 2023

EXHIBIT 4

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Gregg Lander (SBN 194018)
g.lander@d.law
Vanessa M. Ruggles (SBN 254031)
v.ruggles@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff JESSE CROWELL,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO – COMPLEX LITIGATION

JESSE CROWELL, on behalf of himself and all others similarly situated, Plaintiff, v. PENTAIR COMMERCIAL SERVICES, LLC, a Delaware limited liability company; and Does 1 to 50, inclusive, Defendants.	<u>**CLASS ACTION**</u> Case No. CGC-24-617790 Honorable Ethan P. Schulman Department 304 **DECLARATION OF ERIC BISHOP FOR RUST CONSULTING, INC. IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARILY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** *[filed concurrently with Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Marta Manus; Declaration of Jesse Crowell; and [Proposed] Order]* Date: December 3, 2025 Time: 9:00 a.m. Dept.: 304 Action filed: September 3, 2024 First Amended Complaint: November 8, 2024 Trial date: None Set

DECLARATION OF ERIC BISHOP FOR RUST CONSULTING, INC., IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL

I, Eric Bishop, declare as follows:

1. I am a Senior Vice President for Rust Consulting, Inc. ("Rust"). My business address is 920 2nd Ave S, Suite 400, Minneapolis, MN 55402. My telephone number is (612) 968-1752. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself. I have firsthand knowledge of the facts set forth in this declaration and, if called to do so, could testify competently to them.

2. Rust has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. We have provided notification and/or claims administration services in more than 7,500 projects. Of these, approximately 4,000 were Labor & Employment cases.

3. Rust's internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

4. Rust is being engaged by Counsel to provide settlement administration services in the case Crowell v Pentair Commercial Services ("Settlement"). Duties will include: a) preparing, printing, and mailing of the Notice of Class Action Settlement ("Class Notice"); b) tracking of requests for exclusion; c) drafting, mailing, and tax reporting for Settlement Award checks to Class Members; and for such other tasks as the Parties mutually agree or the Court orders Rust to perform.

5. Rust will establish a mailing address to receive requests for exclusion, undeliverable Class Notices, and other communications from Class Members.

6. Rust will set up a phone number and will staff with live Customer Service Representatives to be available for Class Members to call with questions regarding the

Settlement and to provide address updates. Spanish speaking agents will be available.

7. Rust expects to receive text for the Class Notice from Counsel shortly after preliminary approval of the Settlement is granted.

8. Rust expects that Counsel for Defendant will provide Rust with a mailing list ("Class List") containing the Class Members' names, last known addresses, Social Security Numbers, and any other pertinent information necessary to carry out Rust's duties.

9. Rust will mail the Class Notice prepared by the parties and approved by the Court. Rust will translate the notice into a Spanish version as well.

10. The mailing addresses contained in the Class List will be processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual has filed a U.S. Postal Service change of address request, the address listed with the NCOA will be utilized in connection with the mailing of the Class Notice.

11. For any Class Notices that are returned to Rust as undeliverable, Rust will perform address traces in an attempt to find an updated address. The address trace will utilize the Class Member's name, previous address and Social Security Number. In the event an updated address is obtained, the Class Notice documents will be promptly re-mailed to those Class Members via First Class mail. For Class Notice documents that are returned by the Post Office with forwarding addresses attached, these Class Notice documents will be promptly re-mailed to those Class Members at the forwarding address via First Class mail.

12. Rust will be responsible for receiving and validating all requests for exclusions and objections to the Settlement.

13. Rust will be responsible for calculating award amounts and tax withholdings, printing and mailing payments including tax documents, establishing a Qualified Settlement Fund ("QSF"), setting up a bank account, and preparing annual tax filings on behalf of the QSF. Rust will establish and set up a QSF in this case based upon applicable laws and requirements.

14. Rust will be the fiduciary of the QSF and responsible for all payments and tax reporting from the QSF. The QSF will obtain its own tax ID and report taxes under that tax ID.

15. Rust will provide Project Management and Technical Consulting staff to manage all aspects of the administration and be available to Counsel.

16. Rust will post final judgment and the new date of the Final Approval Hearing, if continued by the Court, on its website, www.rustconsulting.com.

17. The total cost for the administration of this Settlement is capped at $8,974 unless the actual class size (approx. 88) provided by counsel is materially different as that is the basis on which much of the estimate is provided. The costs are comprised of the combination of the transactional costs for print, postage, banking activities, etc., as well as the hourly fees to carry out the administrative duties.

18. None of the parties or attorneys in this matter have a relationship (financial or otherwise) with Rust.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct to the best of my knowledge and that this Declaration was executed this 18th day of August 2025, at Minneapolis, MN.

Eric Bishop

EXHIBIT 5