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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

ROSA E. OCHOA, individually, and on behalf of all others similarly situated, Plaintiff, v. LABCON, NORTH AMERICA, a California corporation; and DOES 1 through 10, inclusive, Defendants.	CASE NO.: 24CV07008 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE**

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This Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Plaintiff Rosa E. Ochoa ("Plaintiff") and Defendant Labcon, North America ("Defendant"). In consideration of the mutual covenants, promises, and agreements set forth herein, Plaintiff and Defendant agree that the Action and the Released Claims shall be settled and compromised as between Plaintiff and the Class on the one hand, and Defendant on the other hand, subject to the terms and conditions set forth herein, and approval by the Court.

DEFINITIONS

1. "Action" means the above-referenced class and representative action lawsuit entitled, *Ochoa v. Labcon, North America*, Sonoma County Superior Court, Case No. 24CV07008.

2. "Class" means all non-exempt employees who were employed by Defendant in the State of California during the Class Period.

3. "Class Counsel" means Aubry Wand of the Wand Law Firm, P.C.

4. "Class Counsel Award" means (a) attorneys' fees for Class Counsel's litigation and resolution of the Action, and (b) Class Counsel's expenses and costs incurred in connection with the Action.

5. "Class Information" means the compilation of the following information for each Class Member and PAGA Member: last known full name; social security number; last known address; last known telephone number; number of compensable workweeks/pay periods for each Class Member and PAGA Member during the Class Period and PAGA Period; and other such mutually agreed upon information by the Parties as may be necessary to independently review the Compensable Workweeks and Compensable Pay Periods attributed to each Class Member and PAGA Member.

6. "Class Member(s)" means each person who is a member of the Class defined in Paragraph 2 above and who is eligible to participate in this Settlement.

7. "Class Notice" means the notice, substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA Member, and which explains, *inter alia*, the terms of this Settlement, each Class and PAGA Member's estimated payment(s), the settlement process, and the right of Class Members to object to the Settlement, opt-

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out of the Settlement, or dispute the number of Compensable Workweeks attributed to them. The Class Notice will be provided in both English and Spanish.

8. "Class Period" means November 20, 2020 to August 28, 2026.

9. "Class Representative Service Award" means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment, in recognition of, *inter alia*, her efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant.

10. "Compensable Pay Period(s)" means the number of pay periods worked by each PAGA Member individually and used as a value to calculate Individual PAGA Payments. The number of Compensable Pay Periods for each PAGA Member will be calculated by the Settlement Administrator, based on the Class Information provided by Defendant. The number of Compensable Pay Periods for each PAGA Member will be determined by counting any pay period within the PAGA Period during which a PAGA member worked at least one shift.

11. "Total Compensable Pay Periods" means the sum of the Compensable Pay Periods for all PAGA Members determined by the process described in Paragraph 10 above.

12. "Compensable Workweek(s)" means the number of weeks worked by each Class Member individually and used as a value to calculate Individual Settlement Payments. The number of Compensable Workweeks for each Class Member will be calculated by the Settlement Administrator, based on the Class Information provided by Defendant. The number of Compensable Workweeks for each Class Member will be determined by counting any week within the Class Period during which a Class Member worked at least one shift.

13. "Total Compensable Workweeks" means the sum of the Compensable Workweeks for all Class Members determined by the process described in Paragraph 12 above.

14. "Court" means the Superior Court for the County of Sonoma, State of California.

15. "Defendant" means Labcon, North America.

16. "Defendant's Counsel" means Shane Anderies of Anderies & Gomes LLP.

17. "Effective Date" means the later of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and

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Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, 65 calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within 65 calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

18. "Employer's Share of Payroll Taxes" means the dollar amount of Defendant's employer payroll tax obligation on the employee wage portion of the Individual Settlement Payments, including but not limited to, customary withholdings for federal, state and local taxes, and any similar tax or charge. Defendant shall be responsible for paying the Employer's Share of Payroll Taxes separately from, and in addition to, the Gross Settlement Amount.

19. "Final Approval Hearing" means the hearing that the Court will hold after the Court has granted preliminary approval of the Settlement and notice has been provided to the Class the response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) payment to the LWDA and PAGA Members; and (e) the Settlement Administration Costs.

20. "Final Approval Order" means an order that the Court will enter which finally approves this Settlement.

21. "Gross Settlement Amount" means $1,050,000, which Defendant shall pay under this Settlement Agreement. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Except for the Employer's Share of Payroll Taxes, and an increase of the Gross Settlement Amount triggered if Defendant exercises this option under the Escalation Clause set forth in Paragraph 69, the Gross Settlement Amount is the total maximum amount that Defendant shall be obligated to pay under this Settlement.

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22. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member, less employee portions of state and federal withholding taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law, only to the extent applicable, as a result of the payment of the amount allocated to such Class Members.

23. "Individual PAGA Payment" means the pro rata amount payable to the PAGA Members from the total amount allocated to PAGA Penalties.

24. "Judgment" means the judgment that the Court will enter that fully resolves this Action.

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

26. "Net Settlement Amount" means the Gross Settlement Amount less the Class Counsel Award, Class Representative Service Award, payments to the LWDA and PAGA Members, and Settlement Administration Costs. If the Court approves less than the amount requested for the foregoing, such amounts will return to the Net Settlement Amount, be paid to Settlement Class Members.

27. "Objection" means a written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is objecting to any of the terms of the Settlement. Class Members may also object to the Settlement orally at the Final Approval Hearing without the need to submit a written Objection.

28. "Operative Complaint" means the First Amended Complaint that Plaintiff filed against Defendant on January 17, 2025.

29. "PAGA Member(s)" means all non-exempt employees who worked for Defendant in the State of California during the PAGA Period.

30. "PAGA Penalties Amount" means $200,000, which is the portion of the Gross Settlement Amount allocated to alleged PAGA penalties.

31. "PAGA Period" means November 13, 2023 to August 28, 2026.

32. "Parties" means Plaintiff and Defendant collectively, and "Party" means either Plaintiff or Defendant individually.

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33. "Payment Ratio" means the respective Compensable Workweeks for each Settlement Class Member divided by the Total Compensable Workweeks for all Settlement Class Members.

34. "PAGA Payment Ratio" means the respective Compensable Pay Periods for each PAGA Member divided by the total Compensable Pay Periods for all PAGA Members.

35. "Plaintiff" means Rosa E. Ochoa.

36. "Preliminary Approval Date" means the date upon which the Court enters the Preliminary Approval Order.

37. "Preliminary Approval Order" means the order, substantially in the form attached hereto as **Exhibit 2**, which grants preliminary approval of the Settlement.

38. "Request for Exclusion" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is electing to be excluded from the Settlement.

39. "Released Parties" means Defendant and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the Released Claims within the Class Release.

40. "Released Claims by Plaintiff" means: in exchange for the consideration provided under this Settlement, Plaintiff, for herself and her heirs, representatives, attorneys, executors, administrators, successors, and assigns — release, acquit, remise, and forever discharge Defendant and the Released Parties, from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including

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but not limited to any claims or causes of action arising out of or in any way relating to Plaintiff's relationship with and/or services performed for Defendant or which have been or could have been made in the Action. This release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including, but not limited to, overtime wages, meal and rest break premiums, bonuses, and commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge or public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; claims of harassment, retaliation or discrimination based on any basis, including but not limited to age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status; claims under the California Labor Code, California Government Code, California Business and Professions Code, and California Health and Safety Code; claims based upon the California Constitution; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, the California Private Attorneys General Act, I.W.C. Wage Orders, the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Family Medical Leave Act, the Age Discrimination in Employment Act (29 U.S.C. § 621, *et seq*.), and the Older Workers Benefit Protection Act, all as amended. As to Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

> **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.**

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Released Claims which

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Plaintiff does not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

Notwithstanding this general release of claims, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law, including the right to file a charge or complaint with, or participate in an investigation or proceeding conducted by, any federal, state, or local government agency, or to make protected disclosures under applicable whistleblower laws; provided, however, that Plaintiff waives, to the fullest extent permitted by law, any right to individual monetary recovery in connection with any such charge, complaint, or investigation.

This general release applies to Plaintiff only; it does not apply to the Released Claims by Settlement Class Members or PAGA Members.

41. "Released Class Claims by Settlement Class Members" means: in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, under state, federal, or local law, that were pleaded, or that reasonably could have been pleaded based on the factual allegations set forth in the Operative Complaint, and that arose during the Class Period. This release extends only to claims arising out of the same factual predicate as the claims alleged in the Operative Complaint, and does not extend to claims that are merely tangentially related to, or that arise solely from a common legal theory with, the claims alleged in the Operative Complaint.

42. "Released PAGA Claims by PAGA Members" means all claims for civil penalties under PAGA that were, or that reasonably could have been, pleaded based on the factual allegations set forth in the Operative Complaint and the LWDA notice letters dated October 30, 2024 and November 11, 2024, and that arose during the PAGA Period. PAGA Members shall release their PAGA claims in their entirety and may not opt out of the PAGA release.

43. "Response Deadline" means 45 calendar days after the postmark date of the Class Notice that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a written Objection to the

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Settlement; or (c) dispute the number of Compensable Workweeks attributed to them. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Settlement Administrator shall have an additional 14 calendar days beyond the expiration of the Response Deadline.

44. "Settlement" means the disposition of the Action pursuant to this Agreement.

45. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for notice and administration of this Settlement.

46. "Settlement Administrator" means Xpand Legal ("Xpand"), subject to Court approval. The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b) calculating the Individual Settlement Payments and PAGA Payments based on the Class Information; (c) to the extent applicable, calculating the Employer's Share of Payroll Taxes which Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members and PAGA Members; (g) issuing any tax forms as appropriate; and (h) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with Xpand that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer on a suitable replacement.

47. "Settlement Class" or "Settlement Class Members" means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

48. Investigation and Discovery. The Parties conducted significant investigation of the facts and law during the prosecution of the Action and before this Settlement was reached. Such discovery and investigation included formal and informal discovery, *inter alia*, the exchange of

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information and documents pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the Parties exchanged information, class data, and theories of the case. Plaintiff also retained a consultant/expert to analyze the time and payroll records for the claims asserted in the Action. Plaintiff has also investigated the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto. Accordingly, Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

49. Mediation and Settlement. On June 9, 2025, the Parties participated in a mediation session with Steve Pearl. The Parties did not reach a settlement. On August 18, 2026, the Parties participated in a second mediation with Judge Ronald Sabraw (Ret.), which also did not settle at the mediation. However, on August 28, 2026, the Parties accepted a mediator's proposal that outlined the material terms of this Settlement.

50. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and any possible appeals. Plaintiff has also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, adequate, and reasonable, and is in the best interests of the Class.

51. Defendant's Reasons for Settlement.Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Defendant specifically and generally denies all of the claims asserted in the Action and all other

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Released Claims; denies all allegations and claims as to liability, damages, penalties, interest, fees and all other forms of relief; denies any and all wrongdoing of any kind whatsoever associated with any of the facts or claims alleged in the Action; and makes no concessions or admissions of wrongdoing or liability of any kind whatsoever. Defendant maintains that for any purpose other than settlement, the Action is not suitable or appropriate for class action or representative action treatment. Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in the Action. As to the Released Claims, Defendant denied and continues to deny each of those claims.

STIPULATION AND AGREEMENT

52. NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

53. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the Plaintiff, Settlement Class Members, PAGA Members, and Defendant, subject to the terms and conditions hereof.

54. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the

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acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

55. Class Certification. Defendant stipulates to class certification pursuant to California Code of Civil Procedure § 382 for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class certification will be revoked, and the Parties will return to a point in litigation immediately prior to the execution of this Agreement and Defendant may assert all potentially applicable defenses in connection with the Action (e.g., contest whether the Action should be maintained as a class action, contest the merits of the claims being asserted in the Action, etc.).

56. Effect of Non-Approval; Termination. In addition to the consequences set forth in the paragraph entitled "Class Certification," Defendant shall have the right, at its sole option and by written notice to Class Counsel, to void and terminate this Settlement Agreement in the event that: (a) the Court declines to enter the Preliminary Approval Order or the Final Approval Order; (b) the Court conditions approval on, or otherwise requires, any material modification of the terms of this Settlement that is not acceptable to Defendant; or (c) the Judgment does not become final. If this Settlement Agreement is terminated or voided under this paragraph or otherwise fails to become effective, (i) the Parties shall be restored to their respective positions in the Action as they existed immediately prior to the execution of this Agreement, (ii) the stipulation to class certification for settlement purposes shall be null and void and shall not be cited or relied upon by any Party or person for any purpose, and (iii) this Agreement, its terms, and all negotiations, communications, and proceedings relating to it shall be inadmissible and shall not be used or offered as evidence for any purpose in the Action or in any other proceeding. The Parties shall meet and confer in good faith, and they shall involve the assistance of the Mediator (the Hon. Ronald Sabraw (Ret.)) before concluding they are at an impasse to try preserve the Parties' desire to resolve this matter, before Defendant may exercise this option.

57. Defendant's Right to Terminate for Excessive Requests for Exclusion. If Class Members who, in the aggregate, worked more than ten percent (10%) of the Total Compensable Workweeks during the Class Period submit valid and timely Requests for Exclusion, Defendant

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may, in its sole discretion, void and terminate this Settlement Agreement by providing written notice to Class Counsel within fourteen (14) calendar days after the Settlement Administrator reports the final number and percentage of Requests for Exclusion to the Parties. If Defendant exercises this right, the consequences set forth in the paragraph entitled "Effect of Non-Approval; Termination" shall apply.

58. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final approval of this class action Settlement. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for preliminary and final approval.

59. LWDA Notice. Plaintiff will provide notice to the LWDA of this Settlement in accordance with California Labor Code § 2699(l)(2).

60. Release of Claims by Plaintiff. Plaintiff releases the "Released Claims by Plaintiff" as of the date that the Gross Settlement Amount is fully funded by Defendant.

61. Release of Class Claims by Settlement Class Members. Settlement Class Members release the "Released Claims by Settlement Class Members" as of the date that the Gross Settlement Amount is fully funded by Defendant.

62. Release of PAGA Claims by PAGA Members. PAGA Members release the "Released PAGA Claims" as of the date that the Gross Settlement Amount is fully funded by Defendant.

63. Settlement Administration. Within 28 calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information. The Class Information shall not be disclosed to Plaintiff, Class Counsel or anyone else external to the Settlement Administrator without the written consent of Defendant, except as to certain information which may be necessary to enable Class Counsel to assist in resolution of, or otherwise respond to, any workweek disputes or objection for Class Members that may arise.

64. Confidentiality and Security of Class Information. Defendant shall transmit the Class Information to the Settlement Administrator by secure, encrypted means, and shall provide only the minimum data reasonably necessary to administer the Settlement. The Settlement Administrator shall: (a) maintain the Class Information in strict confidence and use it solely to

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administer this Settlement; (b) employ commercially reasonable administrative, physical, and technical safeguards, including encryption and access controls, to protect the Class Information; (c) promptly notify the Parties in writing of any actual or suspected unauthorized access to or disclosure of the Class Information; and (d) upon completion of administration, retain the Class Information only as required by law and thereafter securely destroy it. The Class Information shall not be disclosed to Class Counsel except to the limited extent necessary to resolve a specific workweek or eligibility dispute, or as otherwise agreed bv Defendant.

65. Notice to the Class. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within 10 calendar days after receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member.

a. The Class Notice and Procedure Comports with Due Process. The Parties agree that the notice procedures outlined in this Agreement provide the best and most practical method of giving notice to the Class and fully comply with due process and all applicable laws and rules.

b. Undeliverable Notices. Any Class Notice returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within 7 calendar days. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member, the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts to obtain the Class Member's current mailing address within 7 calendar days, and provide it to the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement shall have 14 days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a

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Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the number of Compensable Workweeks attributed to them.

c. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated in the Class Notice and/or the number of Compensable Workweeks attributed to them, to provide documentation and/or an explanation to show contrary information by the Response Deadline. The written dispute must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class Member that he or she is disputing the number of Compensable Workweeks and the basis for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing envelope on the dispute form, or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records shall be given a rebuttable presumption of accuracy.

d. Requests for Exclusion. Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written Request for Exclusion by the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The written Request for Exclusion must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number; (b) contain the case name and case number; (c) a clear statement by the Class Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been timely submitted. Any Class Member who requests to be

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excluded from the Settlement Class shall not be entitled to any Individual Settlement Payment, shall not release any of the Released Class Claims by Settlement Class Members, and shall not have any right to object, appeal or comment thereon. Any Class Member who requests to be excluded from the Settlement Class and who is a PAGA Member will nevertheless be subject to the Released PAGA Claims and will still receive their PAGA Payment. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

e. Objections. Class Members who wish to object to the Settlement may do so orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing to the Settlement Administrator a written Objection by the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The written Objection must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number; (b) contain the case name and case number; (c) the dates of employment of the Class Member; (d) state whether the Class Member intends to appear at the final approval hearing; (e) be signed by the Class Member; (f) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (g) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing envelope on the written Objection, or the date the e-mail is sent, shall be the exclusive means used to determine whether the written Objection has been timely submitted. Class Members who fail to make Objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Counsel shall not represent any Class Members with respect to any Objections. The Settlement Administrator will provide the Parties with any written Objection within 7 calendar days of its receipt of any Objection. Plaintiff will file all written Objections with the Court in advance of the Final Approval Hearing. If a Class Member submits both a Request for Exclusion and an Objection, only the Request for Exclusion will be accepted, and the Objection will be void.

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66. Funding. Within 30 calendar days of the Effective Date, Defendant shall transmit the full Gross Settlement Amount and the Employer's Share of Payroll Taxes to the Settlement Administrator.

67. Allocation of Settlement. The funds from the Gross Settlement Amount Shall be distributed as follows:

a. Payments to Settlement Class Members. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. The Settlement Administrator shall calculate the Total Compensable Workweeks for all Settlement Class Members based on the Class Information. The respective Compensable Workweeks for each Settlement Class Member will be divided by the Total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Individual Settlement Payments are classified as 30% wages and 70% interest and penalties. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address.

b. Payments to PAGA Members. The Settlement Administrator shall calculate the Total Compensable Pay Periods for all PAGA Members based on the Class Information. The respective Compensable Pay Periods for each PAGA Member will be divided by the Total Compensable Pay Periods for all PAGA Members, resulting in the PAGA Payment Ratio for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by the $70,000 aggrieved-employee share of the PAGA Penalties Amount to determine his or her Individual PAGA Payment. PAGA Payments are classified as 100% penalties. PAGA Payments shall be mailed by regular First-Class U.S. Mail to PAGA Members' last known mailing address.

c. Un-Negotiated Settlement Checks to Settlement Class Members and PAGA Members. Individual Settlement Payment and PAGA Payment checks shall remain negotiable for 180 calendar days from the postmark date of issuance. If the check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the check will be voided and cancelled after the

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void date, and the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or PAGA Member and their social security number thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

d. Certification by Settlement Administrator. The Parties have the right to monitor and review administration of the Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court. The Settlement Administrator shall provide written notice upon completion of administration of the Settlement to counsel for the Parties, and which shall be filed with the Court as necessary.

e. Settlement Awards Do Not Trigger Additional Benefits. All monies received by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely in the year in which such awards actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments will not entitle any Settlement Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members in connection with this Settlement, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

f. Class Representative Service Award. Defendant agrees not to oppose or object to a Class Representative Service Award in the total amount of up to $10,000 to Plaintiff, subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to

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Plaintiff in connection with the Class Representative Service Award payments. Plaintiff shall be solely and legally responsible for any and all applicable taxes on the Class Representative Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award payment. The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment and PAGA Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award. Any amounts requested by Plaintiff for the Class Representative Service Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

g. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement Amount, or $350,000. Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed $75,000. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

h. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of notice and administration for the disbursement of the Gross Settlement Amount shall not exceed $9,000, unless otherwise approved by the Court for good cause. Any amount requested by Class Counsel for the Settlement Administration Costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

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i. Payments to the LWDA and PAGA Members. From the PAGA Penalties Amount of $200,000, 65% (e.g., $130,000) shall be paid to the LWDA and 35% (e.g., $70,000) shall be paid to PAGA Members. This payment is made pursuant to California Labor Code § 2699(m).

68. Distribution of Settlement Payments. Individual Settlement Payments to Settlement Class Members, PAGA Payments to PAGA Members, the Class Representative Service Award, the Class Counsel Award, Settlement Administration Costs, and payment to the LWDA, shall all be distributed by the Settlement Administrator within 14 calendar days of receipt by the Settlement Administrator of the Gross Settlement Amount from Defendant. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Settlement Class Members, PAGA Members, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

69. Escalation Clause and Number of Compensable Workweeks. Defendant represented as of August 28, 2026 mediation that Class Members worked 55,550 workweeks from November 20, 2020 to August 28, 2026. This is a material representation. Should the actual number of work weeks increase beyond 10% during the Class and PAGA Release Periods, Defendant shall have the option of (i) increasing the Gross Settlement Amount by the percentage increase in the number of workweeks worked by class members above 10% (e.g. if the number of work weeks increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) rolling back the Class and PAGA Release Periods to the date on which 55,550 workweeks is met.

70. Final Settlement Approval. Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court, and if the Settlement is finally approved, whether to enter the Final Approval Order and Judgment.

71. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

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72. No Admission by Defendant. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by any Defendant.

73. Confidentiality. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Settlement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Settlement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Settlement or the matters giving rise to this Settlement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members or from referring to the factual circumstances of this case in counsel's CV or other similar documents that are filed with a court or in another legal forum relating to counsel's prior experience and qualifications. In addition, the Parties and their counsel shall not issue any press release or affirmatively publicize the terms of the Settlement to the media, and shall not post the terms of the Settlement on any website (other than the Settlement Administrator's website) or on any social media platform. This restriction applies only to affirmative publicity and does not restrict any Court filing, any communication necessary to administer the Settlement, any communication required or protected by law, or the

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disclosure of any factual information that may not lawfully be restricted, including under California Code of Civil Procedure section 1001.

74. No Solicitation. Defendant, Plaintiff and Class Counsel separately agree that they and their respective counsel and employees will not solicit any Settlement Class Member to opt out of or object to the Settlement, or appeal from the Judgment.

75. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

76. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the final approval hearing to be conducted by the Court.

77. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel of record for all Parties, subject to the approval of the Court.

78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

79. No Presumption Against Drafter. This Agreement is the product of arm's-length negotiation among the Parties and their respective counsel, each of whom participated in its drafting. Accordingly, this Agreement shall not be construed for or against any Party on the basis of which Party drafted it, and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply.

80. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties

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pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate this Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represent and warrant that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

81. Class Counsel Representations Regarding Liens. Class Counsel represents and warrants that there are no liens, and no assignments or fee-sharing agreements with other counsel, on the Class Counsel Award other than those Class Counsel will satisfy from that award. Class Counsel shall be solely responsible for satisfying all liens, claims, and fee-sharing obligations asserted against or arising from the Class Counsel Award, and shall defend, indemnify, and hold harmless Defendant, the Released Parties, and the Settlement Administrator from and against any and all such liens, claims, and obligations, including reasonable attorneys' fees and costs incurred in connection therewith. This paragraph is limited to claims arising from Class Counsel's own award or agreements.

82. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

83. California Law Governs. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

84. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given upon personal delivery, one (1) business day after deposit with a recognized overnight courier, or three (3) business days after mailing by certified U.S. mail, return receipt requested, in each case addressed as follows: to Plaintiff and the Settlement Class, Aubry Wand, The Wand Law Firm, P.C., 100 Oceangate, Suite

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1200, Long Beach, CA 90802, awand@wandlawfirm.com; and to Defendant, Shane K. Anderies, Anderies & Gomes LLP, 505 Montgomery Street, 11th Floor, San Francisco, CA 94111, sanderies@andgolaw.com. Any Party may change its designated recipient or address by written notice given in accordance with this paragraph. A courtesy copy of any such communication shall also be provided via email.

85. Counterparts and Signatures. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. The Parties agree that a facsimile, PDF, or electronic signatures shall be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code § 1633.7.

86. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations.

87. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure § 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

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

89. Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the

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successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Dated: 10/23/2026

By: Firmado por: Rosa Ochoa 966B59726599408...
Plaintiff Rosa E. Ochoa

Dated: 10 / 22 / 2026

By: James m Happ
Defendant Labcon, North America
James Happ, President/CEO

APPROVED AS TO FORM:

THE WAND LAW FIRM, P.C.

Dated: October 24, 2026

By:
Aubry Wand

Counsel for Plaintiff

ANDERIES & GOMES LLP

Dated: 10/23/2026

By: Shane K. Anderies
Shane K. Anderies

Counsel for Defendant Labcon, North America

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Document History

SENT	**10 / 23 / 2026** 00:11:34 UTC	Sent for signature to Jim Happ (jhapp@labcon.com) by services@clio.com acting on behalf of sanderies@andgolaw.com IP: 153.53.154.63
VIEWED	**10 / 23 / 2026** 01:40:31 UTC	Viewed by Jim Happ (jhapp@labcon.com) IP: 50.1.70.194
SIGNED	**10 / 23 / 2026** 01:41:01 UTC	Signed by Jim Happ (jhapp@labcon.com) IP: 50.1.70.194
COMPLETED	**10 / 23 / 2026** 01:41:01 UTC	The document has been completed.

Exhibit 1

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A settlement (the "Settlement") has been reached in the class and PAGA action lawsuit entitled *Ochoa v. Labcon, North America*, pending in California Superior Court, County of Sonoma, Case No. 24CV07008 (the "Action").

According to the records of Labcon, North America ("Defendant"), you have been identified as a member of the Class and are therefore receiving this Notice. Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must act by certain deadlines. If you want to participate in the Settlement as proposed, you don't need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant, for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BUT NOT THE PAGA SETTLEMENT	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will be a non-participating Class Member and no longer eligible to receive any payment under the Settlement. You cannot exclude yourself from the PAGA portion of the proposed Settlement.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don't like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

> All non-exempt employees who were employed by Defendant in the State of California from November 20, 2020 to August 28, 2026.

According to Defendant's records, you are a member of the Class (a "Class Member").

Insert if applicable: According to Defendant's records, you are also a PAGA Member, defined as all non-exempt employees who were employed by Defendant in the State of California from November 13, 2023 to August 28, 2026.

What is this case about?

In the Action, Plaintiff alleges on behalf of herself and the Class the following claims against Defendant: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Produce or Make Available Requested Records; (6) Failure to Timely Pay All Wages Upon Termination; (7) Failure to Pay All Wages Due to Discharged and Quitting Employees; (8) Failure to Maintain Required Records; (9) Failure to Provide Accurate Wage

Statements; (10) Unfair and Unlawful Business Practices; and (11) violation of California Private Attorneys' General Act ("PAGA"), California Labor Code § 2699, *et seq.*

Defendant denies any and all wrongdoing, and it maintains that it has fully complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WAND LAW FIRM, P.C.
Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Defendant's Counsel

ANDERIES & GOMES LLP
Shane K. Anderies
505 Montgomery Street, 11th Floor
San Francisco, CA 94111
Telephone: (415) 217-8802

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay $1,050,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, a service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from the Gross Settlement Amount, there will be a Net Settlement Amount of at least $406,000.

Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, you worked ___ Compensable Workweeks. Therefore, your settlement payment as a Class Member is estimated to be $_____.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at_____ by mail, postmarked no later than [Response Deadline], or by e-mail to _____. The dispute must: (1) contain your full name, current address, telephone number, and employee ID number; (2) contain the case name and number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also wish to attach documentation in support of your dispute.

Insert if applicable: $70,000 is allocated to PAGA Members. According to Defendant's records you worked ___ Compensable Pay Periods. Therefore, your PAGA payment is estimated to be $_____.

These payments are estimates, and your actual settlement payments may be higher or lower than estimated.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient. To receive your check, immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

Your settlement payment as a Class Member is classified as 35% wages / 65% penalties and interest. Insert if applicable: Your settlement payment as a PAGA Member is classified as 100% penalties. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel may ask the Court to award attorneys' fees up to $350,000 (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to $75,000. In addition, Class Counsel may ask the Court to authorize a Class Representative Service Award payment of up to $10,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed $9,000. A payment of $130,000 may also be made to the LWDA for its share of PAGA penalties. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Defendant and Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, under state, federal, or local law, that were pleaded, or that reasonably could have been pleaded based on the factual allegations set forth in the Operative Complaint, and that arose during the Class Period. This release extends only to claims arising out of the same factual predicate as the claims alleged in the Operative Complaint, and does not extend to claims that are merely tangentially related to, or that arise solely from a common legal theory with, the claims alleged in the Operative Complaint.

In addition, PAGA Members will release all claims for civil penalties under PAGA that were, or that reasonably could have been, pleaded based on the factual allegations set forth in the Operative Complaint and the LWDA notice letters dated October 30, 2024 and November 11, 2024, and that arose during the PAGA Period. PAGA Members shall release their PAGA claims in their entirety and may not opt out of the PAGA release.

Released Parties are Defendant and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the Released Claims within the Class Release.

The Effective Date is the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; (B) exclude yourself from the Settlement; or (C) object to the Settlement.

OPTION A. Do Nothing and Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want to Be Bound by the Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at _____ or e-mail a Request for Exclusion to _____. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before _____. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Class and PAGA Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

OPTION C. Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at_____, a written statement of objection, or e-mail the written objection to _____. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on _____ in Courtroom 18 of the Sonoma County Superior Court, located at 3055 Cleveland Avenue, Santa Rosa, CA

95403. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement. At the hearing, the Court will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Settlement 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 at your own expense. Check the Court's website for the most current information.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at Sonoma County Superior Court, located at 3055 Cleveland Avenue, Santa Rosa, CA 95403.

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE

Exhibit 2

THE WAND LAW FIRM, P.C.
Aubry Wand (SBN 281207)
100 Oceangate, Suite 1200
Long Beach, CA 90802
Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

Counsel for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

ROSA E. OCHOA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

LABCON, NORTH AMERICA, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV07008

[Hon. Dana B. Simonds]

[PROPOSED] PRELIMINARY APPROVAL ORDER

Action Filed: November 20, 2024
Trial Date: None Set

[PROPOSED] PRELIMINARY APPROVAL ORDER

The Court now has before its Plaintiff Rosa E. Ochoa's ("Plaintiff") unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action Settlement Agreement and Release ("Settlement Agreement")[1] and exhibits attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore meets the requirement for preliminary approval.

2. The Court conditionally certifies for settlement purposes the following Class:

> All non-exempt employees who were employed by Defendant in the State of California during the Class Period.

The Class Period is November 20, 2020 to August 28, 2026.

3. The Court finds, for settlement purposes, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to the Class, which predominate over any individual issues; (c) Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and her counsel will fairly and adequately protect the interests of the Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court appoints, for settlement purposes, Plaintiff as Representative for the Class.

5. The Court appoints, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C., as Counsel for the Class.

6. The Court appoints Xpand Legal as the Settlement Administrator.

7. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

[1] All capitalized terms have the same meaning as defined in the Settlement Agreement unless otherwise indicated.

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to disseminate Class Notice	
Last day for Class Members to submit a dispute re. Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	_____ at _____ a.m. / p.m.

8. The Court approves, as to form and content, the Class Notice (attached as Exhibit 1 to the Settlement Agreement).

9. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

10. At the Final Approval Hearing, the Court will consider whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and whether the payments provided for under the Settlement, including attorneys' fees and costs and class representative service award, should be finally approved and granted.

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11. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

DATED: _____

_____
Honorable Dana B. Simonds
Judge of the Superior Court