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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ADRIAN TORRES, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THE SOUNDCOAT COMPANY, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01434818-CU-OE-CXC

*[Assigned for All Purposes to the Honorable
William Claster, Department CX101]*

JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT

Action Filed: October 21, 2024
FAC: February 11, 2025
Trial Date: Not Set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Adrian Torres (“Plaintiff”) and Defendant The Soundcoat Company, (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Adrian Torres v. The Soundcoat Company*, Orange County Superior Court, Case No. CVRI2501207.

1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$4,000.00.

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

1.4. “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.

1.5. “Class Counsel” means Moon Law Group, P.C.

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

1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$25,000.00.

1.8. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, and any other information required by the Administrator to effectuate this Agreement.

- 1.9. “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 tracing, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from October 21, 2020, through December 31, 2025, except as otherwise provided in Paragraph 8.0.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Adrian Torres.
- 1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.15. “Court” means the Superior Court of the State of California, County of Orange.
- 1.16. “Defendant” means the named Defendant in the Action, The Soundcoat Company.
- 1.17. “Defense Counsel” means Littler Mendelson, P.C.
- 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: (i) five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order or Final Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 60 calendar days plus 5 court days from the date the Court enters Final Approval Order and Final Judgment); or (ii) if any appeal, writ, or other appellate proceeding opposing the Final Approval Order and

Judgment has been filed within that timeframe, then five (5) court day after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been dismissed with no right to pursue further remedies or relief..

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

1.20. “Final Approval Hearing” means the Hearing on Plaintiff’s 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 \$246,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

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

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment,

and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “Operative Complaint” means the First Amended Complaint filed in the Action.

1.30. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

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

1.32. “PAGA Period” means the period from October 20, 2023, through December 31, 2025, except as otherwise provided in Paragraph 8.0.

1.33. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, et seq.

1.34. “PAGA Notice” means Plaintiff’s October 20, 2024 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$15,000.00.

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

1.37. “Plaintiff” means the named Plaintiff in the Action, Adrian Torres.

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

1.39. “Released Class Claims” means the claims released as described in Paragraph 5.1.

1.40. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

1.41. “Released Parties” means the Defendant The Soundcoat Company and each of its former and/or present subsidiaries, DBA’s, affiliates, parent companies, successors and assigns and each of their respective agents, employees, directors, officers, shareholders, owners,

members, attorneys, predecessors, successors, assigns, attorneys, insurers, and re-insurers.

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

1.43. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

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

2. **RECITALS.**

2.0. On October 20, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On October 21, 2024, Plaintiff filed class action Complaint, which in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses, (6) failed to timely final pay wages at termination; (7) failed to provide accurate itemized wage statements; (8) engaged in unfair business practices; ; and (9) civil penalties under PAGA (Cal. Lab. Code § 2699, et seq.).

2.2. On August 21, 2025, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Lisa Klerman, Esq. A settlement in principle was reached after the mediation.

2.3. Before mediation, Plaintiff obtained through informal discovery, about 97% sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and

documents.

3. MONETARY TERMS.

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below, Defendant will pay \$246,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal

1 effect of the payment called for herein, and Plaintiff is not relying on any
2 statement or representation by Defendant or its counsel in this regard. Any
3 denial or modification of the Class Representatives Service Payment will not
4 invalidate this Settlement, and is not grounds for appeal.

5 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of
6 the Gross Settlement Amount, and a Class Counsel Expenses Payment not to
7 exceed \$25,000.00. Defendant will not oppose Plaintiff's request for Class
8 Counsel Fees and Class Counsel Expenses Payments that do not exceed these
9 amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class
10 Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16)
11 court days before the Final Approval Hearing. If the Court approves of Class
12 Counsel Fees and/or Class Counsel Expenses Payments that are less than the
13 amounts requested, the Administrator will allocate the remainder to the Net
14 Settlement Amount. Released Parties shall have no liability to Class Counsel or
15 any other Plaintiffs' Counsel arising from any claim to any portion of any Class
16 Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will
17 pay the Class Counsel Fees and Class Counsel Expenses Payments using one
18 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
19 for taxes owed on the Class Counsel Fees and Class Counsel Expenses
20 Payments. Class Counsel holds Defendant harmless, and indemnifies
21 Defendant, from any dispute or controversy regarding any division or sharing
22 of any of these payments.

23 3.1.2.1. Any denial or modification of the requested amount of the Class
24 Counsel Fees Payment and/or Class Expenses Payment will not
25 invalidate this Settlement. In the event that the Court reduces or does
26 not approve the requested Class Counsel Fees Payment and/or Class
27 Counsel Expenses Payment, Class Counsel reserve their right to appeal
28 such order; however, Plaintiff and/or Class Counsel will not request or
demand an increase to the Gross Settlement Amount on that basis. If

1 Class Counsel appeals the Court's ruling on their request for the Class
2 Counsel Fees Payment and/or Class Expenses Payment, any ruling of
3 any appellate court in such an appeal (regardless of its substance) shall
4 not constitute a material alteration of this Agreement, and shall not give
5 Plaintiffs, Class Counsel, Settlement Class Members, or Aggrieved
6 Employees the right to modify, revoke, cancel, terminate, or void this
7 Agreement.

8 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
9 \$4,000.00 except for a showing of good cause and as approved by the Court.
10 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
11 Expenses Payment no later than sixteen (16) court days before the Final Approval
12 Hearing. If the Court approves of an Administration Expenses Payment that is
13 less than the amount requested, or if the Administration Expense Payment is less
14 than the amount allocated under this Agreement, the Administrator will allocate
15 the remainder to the Net Settlement Amount. To the extent the actual
16 Administration Expenses Payment is greater than \$2,950.00, such excess amount
17 will be taken from the Gross Settlement Amount, subject to the Court's approval.

18 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
19 each Individual Class Payment by (a) dividing the Net Settlement
20 Amount by the total number of Workweeks worked by all Participating
21 Class Members during the Class Period and (b) multiplying the result by
22 each Participating Class Member's Workweeks. Non-Participating Class
23 Members will not receive an Individual Class Payment. The
24 Administrator will retain amounts equal to their Individual Class
25 Payments in the Net Settlement Amount for distribution to Participating
26 Class Members on a pro rata basis.

27 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
28 each Participating Class Member's Individual Class Payment will be

allocated to the settlement of claims for wages (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$15,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$9,750.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$5,250.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties 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.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount, together with all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, shall be fully funded by transmission of such funds to the Administrator within fourteen days (14) days of the Effective Date.

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

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). 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 a 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 and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after 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 for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, 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 California Code of Civil Procedure ("CCP") section 384(b).

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

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

1 5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties
2 from any and all charges, complaints, claims, and liabilities of any kind or nature
3 whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at
4 any time heretofore, had or claimed to have or which Plaintiff may have or shall in the
5 future claim to have, including, without limitation, any and all claims related or in any
6 manner incidental to Plaintiff's employment. Plaintiff understands he is releasing
7 potentially unknown claims and that Plaintiffs may have limited knowledge with respect
8 to some of the claims being released. Plaintiff acknowledges there is a risk that, after
9 signing this agreement, Plaintiff may learn information that might have affected Plaintiff's
10 decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any
11 mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and
12 knowingly made. Plaintiff represent and warrant that Plaintiff has all necessary authority
13 to enter into this Agreement and that Plaintiff has not transferred any interest in any claims
14 to any spouse or to any other third party.

15 5.0.1. The Parties understand the word "claim(s)" to include all actions, complaints,
16 claims, and grievances, whether actual or potential, known or unknown, and
17 specifically but not exclusively, all claims arising out of Plaintiff's employment
18 with Defendant, including, but not limited to, any and all claims under the
19 California Fair Employment and Housing Act, the Age Discrimination in
20 Employment Act, Title VII or any other statute, rule or regulation relating to
21 Plaintiff's employment with Defendant and under which Plaintiff has made a claim
22 or could make a claim against the Released Parties (collectively, "Plaintiff's
23 Released Claims"). Plaintiffs' Released Claims shall not waive: (i) claims for
24 unemployment or workers' compensation benefits; (ii) any vested rights Plaintiffs
25 have under ERISA-covered benefit plans as applicable on the date Plaintiffs sign this
26 Agreement, and/or claims concerning such rights; (iii) claims that may arise after
27 Plaintiffs sign this Agreement; or (iv) claims which cannot be released by private
28 agreement.

5.0.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.1. Release by Participating Class Members: All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Action. This release includes, without limitation, a release of all claims alleged in the Action for alleged failure to pay all wages, including minimum, regular, overtime, double time, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and California Business and Professions Code §§ 17200, *et seq.*, and applicable IWC Wage Orders (collectively, the "Released Class Claims").

5.1.1. The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5.2. PAGA Released Claims: Plaintiff, all Aggrieved Employees and the State of California fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged

based on the facts alleged in the Action or Plaintiff's PAGA Notice, including without limitation, for alleged failure to pay all wages, including minimum, regular, overtime, double time, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq., and applicable IWC Wage Orders (collectively, the "Released PAGA Claims").

5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.0. Plaintiff's Responsibilities. Not later than five (5) court days before filing, Class Counsel will prepare and deliver to Defense Counsel for review, comment, changes, and/or additions, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class

1 Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed”
2 bid for administering the Settlement and attesting to its willingness to serve;
3 competency; operative procedures for protecting the security of Class Data; amounts
4 of insurance coverage for any data breach, defalcation of funds or other misfeasance;
5 all facts relevant to any actual or potential conflicts of interest with Class Members;
6 and the nature and extent of any financial relationship with Plaintiff, Class Counsel
7 or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness
8 and competency to serve and disclosing all facts relevant to any actual or potential
9 conflicts of interest with Class Members, and/or the Administrator; (vi) a signed
10 declaration from each Class Counsel firm attesting to its competency to represent the
11 Class Members; and all facts relevant to any actual or potential conflict of interest
12 with Class Members and/or the Administrator. In their Declarations, Plaintiff and
13 Class Counsel declarations shall aver that they are not aware of any other pending
14 matter or action asserting claims that will be extinguished or adversely affected by
15 the Settlement.

16 6.1. Responsibilities of Counsel. Plaintiff and Class Counsel will be responsible for
17 drafting and submitting Plaintiff’s Motion for Preliminary Approval of the Settlement
18 to the Court and for appearing in Court to advocate in favor of the Motion for
19 Preliminary Approval. No later than forty five (45) days after the full execution of
20 this Agreement, Plaintiff shall promptly obtain a hearing date for the Motion for
21 Preliminary Approval. Class Counsel is responsible for delivering the Court’s
22 Preliminary Approval to the Administrator. Plaintiff, Class Counsel, Defendants, and
23 Defense Counsel will not disparage each other or Defendant’s employees in the
24 Motion for Preliminary Approval, the Motion for Final Approval, or otherwise.

25 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval and/or the supporting declarations and documents, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the
28 Parties by meeting in person or by telephone, and in good faith, to resolve the

disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, 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.

7.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement and/or ordered by the Court in exchange for the Administration Expenses Payment.

7.0.1. The Administrator's duties include, but are not limited to, printing, distributing, and tracking documents for this Settlement, distributing the Gross Settlement Amount pursuant to the terms in this Agreement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances to relevant state and federal agencies, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties and/or the Court.

7.0.2. 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.

7.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information 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.

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

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

7.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45)

calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Requests for Exclusion and Objections received.

7.7. Administrator's Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

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

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

7.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members,

1 including the date, time, and location of the Final Approval Hearing and copies of the
2 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
3 Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator
4 will also maintain and monitor an email address and toll-free telephone number to receive
5 Class Member calls, faxes, and emails.

6 7.12. Class Members' Options.

7 7.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five
8 (45) calendar days after the Administrator mails the Class Notice (plus an
9 additional fourteen (14) calendar days for Class Members whose Class Notice
10 is re-mailed) to exclude themselves from the Settlement. A Class Member may
11 exclude himself or herself from the Settlement by mailing a Request for
12 Exclusion to the Administrator. The Request for Exclusion must be valid and
13 timely. To be valid, the Request for Exclusion must (1) include the Class
14 Member's full name, address, telephone number, and signature, and a written
15 statement requesting to be excluded from the Settlement; (2) state the case name
16 and number of the Action; and (3) be mailed to the specified physical address
17 of the Administrator. To be timely, the Request for Exclusion must be
18 postmarked no later than the Response Deadline. The postmark date will be the
19 exclusive means of determining whether a Request for Exclusion has been
20 timely submitted. A Class Member who does not submit a valid and timely
21 Request for Exclusion will be deemed a Participating Class Member and will
22 be bound by all terms of the Settlement if it is granted Final Approval. If a Class
23 Member's Request for Exclusion is timely but invalid, according to the
24 requirements listed herein, that Class Member will be allowed to cure the
25 defect(s). The Administrator will mail the Class Member a cure letter within
26 three (3) business days of receiving the defective submission to advise the Class
27 Member that his or her submission is defective and that the defect must be cured
28 to render the Request for Exclusion valid. The Class Member will have until the

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

9 7.12.1.1. Every Class Member who does not submit a timely and valid
10 Request for Exclusion is deemed to be a Participating Class
11 Member under this Agreement, entitled to all benefits and bound
12 by all terms and conditions of the Settlement, including the
13 Participating Class Members' Release under Paragraph 5.1 of this
14 Agreement, regardless of whether the Participating Class Member
15 actually receives the Class Notice or objects to the Settlement.

16 7.12.1.2. Every Class Member who submits a valid and timely Request for
17 Exclusion is a Non-Participating Class Member and shall not
18 receive an Individual Class Payment or have the right to object to
19 the class action components of the Settlement. Non-Participating
20 Class Members who are Aggrieved Employees are deemed to
21 release the claims identified in Paragraph 5.2 of this Agreement and
22 are eligible for an Individual PAGA Payment.

23 7.12.2. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class
24 Member shall have forty-five (45) calendar days after the Administrator mails the
25 Class Notice (plus an additional fourteen (14) calendar days for Class Members
26 whose Class Notice is re-mailed) to challenge the number of Workweeks and/or
27 PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in
28 the Class Notice. A Class Member and/or Aggrieved Employee may challenge the

1 allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods
2 to the Administrator. The Challenge to Calculation of Workweeks and/or PAGA
3 Pay Periods must be timely. To be timely, the Challenge to Calculation of
4 Workweeks and/or Pay Periods must be postmarked no later than the Response
5 Deadline. The postmark date will be the exclusive means of determining whether
6 a Challenge to Calculation of Workweeks and/or Pay Periods has been timely
7 submitted. The Administrator must encourage the challenging Class Member to
8 submit supporting documentation. In the absence of any contrary documentation,
9 the Administrator is entitled to presume that the Workweeks contained in the Class
10 Notice are correct so long as they are consistent with the Class Data. The
11 Administrator shall promptly provide copies of all Challenges to Calculation of
12 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
13 Administrator, Class Counsel, and Defense Counsel may attempt to resolve all
14 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
15 However, the Court has the final authority to make decisions consistent with the
16 terms of this Agreement on all Challenges to Calculation of Workweeks and/or
17 Pay Periods. The Court's decision shall be final and not appealable or otherwise
18 susceptible to challenge.

19 7.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
20 five (45) calendar days after the Administrator mails the Class Notice (plus an
21 additional fourteen (14) calendar days for Class Members whose Class Notice
22 is re-mailed) to object, in writing, to the class action components of the
23 Settlement and/or this Agreement, including contesting the fairness of the
24 Settlement and/or amounts requested for the Class Counsel Fees Payment, Class
25 Counsel Expenses Payment and/or Class Representative Service Payment. Only
26 Participating Class Members may send written Objections to the Administrator.
27 A Participating Class Member may object to the Settlement by (1) appearing at
28 the Final Approval Hearing and verbally objecting to the Settlement or any term

thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

8. ESCALATOR CLAUSE.

8.0. Defendant estimates that there are approximately 5,872 workweeks during the period from October 21, 2020, through September 4, 2025. Should the number of workweeks being released during the Class Period increase by more than 10% greater than this figure, Defendant shall either increase the Gross Settlement Amount by the percentage increase above 10% (e.g. if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or, at its sole discretion, adjust the end date of the Class Period to the date on which the number of workweeks being released reach 6,459. Defendant agrees to be prepared to inform the Court of its election at the Preliminary Approval Hearing.

1 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

2 9.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the
3 total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from
4 the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet
5 and confer with Class Counsel no later than fourteen (14) calendar days after expiration of
6 the Response Deadline, and Defendant will be responsible for paying all settlement
7 administration expenses incurred to that point. Further, the Settlement shall be void ab
8 initio, have no force or effect whatsoever, and neither Party will have any further obligation
9 to perform under this Agreement, except as provided in this Paragraph.

10 **10. FINAL APPROVAL.**

11 10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared
12 Final Approval Hearing, Plaintiff or Class Counsel will file a Motion for Final Approval
13 of the Settlement that includes a request for approval of the PAGA settlement under Labor
14 Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

15 10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by
16 a Participating Class Member, including the right to file responsive documents in Court no
17 later than five (5) court days before the Final Approval Hearing, or as otherwise ordered
18 or accepted by the Court.

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

27 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
28 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely

for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

Plaintiffs, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

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

12.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,

Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs reserve the right to move for class certification on any grounds available, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants 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 Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or Plaintiff's spouse, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants 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 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement.

1 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the
2 Settlement, whether oral, written, or electronic (including the World Wide Web), to say
3 the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with
4 the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's
5 duties and obligations to faithfully discharge their duties as Class Counsel, including but
6 not limited to: (1) as required by law; (2) as required under the terms of the Settlement;
7 and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This
8 Settlement shall not be advertised or mentioned on any source, including Plaintiff's
9 Counsel's personal or firm website.

10 12.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
12 this Agreement after arm's-length negotiations and in the context of adversarial litigation,
13 taking into account all relevant factors, present and potential. The Parties further
14 acknowledge that they are each represented by competent counsel and that they have had
15 an opportunity to consult with their counsel regarding the fairness and reasonableness of
16 this Settlement.

17 12.6. No Solicitation. The Parties separately agree that they and their respective counsel and
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or
19 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
20 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
21 ethical obligations owed to Class Members.

22 12.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
23 together with its attached Exhibit, shall constitute the entire agreement between the Parties
24 relating to the Settlement, superseding any and all oral representations, warranties,
25 covenants, or inducements made to or by any Party.

26 12.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
28 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.

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

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

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

12.12. 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.

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

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

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

12.16. 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.

12.17. 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.

12.18. 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.

12.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs 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 destructions, of Class Data.

12.20. 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.

12.21. 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.

1 12.22. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them
4 will be deemed to be one and the same instrument if counsel for the Parties will exchange
5 between themselves signed counterparts. Any executed counterpart will be admissible in
6 evidence to prove the existence and contents of this Agreement.

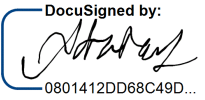
7 12.23. Binding Agreement. The Parties warrant that they understand and have full authority to
8 enter into this Settlement, intend that this Agreement will be fully enforceable and binding
9 on all Parties, and agree that it will be admissible and subject to disclosure in any
10 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
11 that otherwise might apply under federal or state law. Plaintiffs, and not their
12 representative(s), must personally execute this Agreement. An authorized officer of
13 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
14 become binding and enforceable pursuant to CCP section 664.6.

15 12.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
17 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
18 to extend the date to bring a case to trial under CCP section 583.310 for the entire period
19 of this settlement process.

20
21 *Signatures on the following page.*
22
23
24
25
26
27
28

Plaintiffs & Class Representative:

Dated: 3/24/2026

DocuSigned by:

0801412DD68C49D...
By: _____
Plaintiff, Adrian Torres

Plaintiff's Counsel:

Dated: 3/24/2026

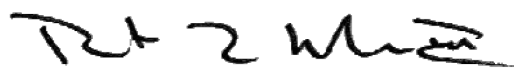
MOON LAW GROUP, P.C.

By: _____
Kane Moon
Attorneys for Plaintiff

Defendant:

Dated: April 13, 2026

By: Robert L. Morrow III

Print Name


Signature
General Manager

Title

Defendant's Counsel:

Dated: April 17, 2026

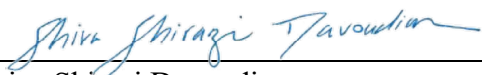
LITTLER MENDELSON, P.C.

By: _____
Shiva Shirazi Davoudian
Attorneys for Defendant

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Adrian Torres v. The Soundcoat Company*, Orange County Superior Court, Case No. CVRI2501207 (“Action”), Plaintiff Adrian Torres (“Plaintiff”) alleges Defendant The Soundcoat Company (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

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

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee.

“Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed from October 21, 2020, through December 31, 2025 (“Class Period”).

“Aggrieved Employees” all current and former hourly-paid or non-exempt employees of Defendant in California employed from October 20, 2023, through December 31, 2025 (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your

estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

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

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

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

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

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$246,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$2,950.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to Class Representative for her services in support of the Action and General Release;
- PAGA Penalties in the amount of \$15,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$25,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed one-third (**1/3**) of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is

called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. Based on its personnel and pay records, Defendant will inform the Administrator the number of weeks each Participating Class Member worked for Defendant for at least one shifts during the Class Period (“Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of \$15,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$9,750.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (i.e., \$5,250.00) (“Individual PAGA Payment”) will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

1. Based on its personnel and pay records, Defendant will inform the Administrator the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Adrian Torres v. The Soundcoat Company*, Orange County Superior Court, Case No. CVRI2501207.); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The

amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

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

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

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiffs, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means the Defendant The Soundcoat Company and each of its former and/or present subsidiaries, DBA's, affiliates, parent companies, successors and assigns and each of their respective agents, employees, directors, officers, shareholders, owners, members, attorneys, predecessors, successors, assigns, attorneys, insurers, and reinsurers.

Release by Participating Class Members: All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Action. This release includes, without limitation, a release of all claims alleged in the Action for alleged failure to pay all wages, including minimum, regular, overtime, double time, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and California Business and Professions Code §§ 17200, et seq., and applicable IWC Wage Orders (collectively, the "Released Class Claims").

The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period. (collectively, the "Released Class Claims").

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

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Plaintiff and the LWDA will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

PAGA Released Claims: Plaintiff, all Aggrieved Employees and the State of California fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Action or Plaintiff's PAGA Notice,

including without limitation, for alleged failure to pay all wages, including minimum, regular, overtime, double time, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq., and applicable IWC Wage Orders (collectively, the “Released PAGA Claims”).

The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees’ claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

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

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Adrian Torres v. The Soundcoat Company*, Orange County Superior Court, Case No. CVRI2501207); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is included with this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

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

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

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e.,

Adrian Torres v. The Soundcoat Company, Orange County Superior Court, Case No. CVRI2501207); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. An Objection form is included in to this Notice.

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

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

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Orange, Department CX101, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **[ADMINISTRATOR WEBSITE]**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class:

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Phone: 310.712.7331
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SDavoudian@littler.com

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

10. SHOULD I GET MY OWN LAWYER?

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

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at **www._____.com**, or contact Class Counsel at the address or telephone number provided in Section 9, above.

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



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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

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

A copy of the translation is attached to this certification.

Translation reference to **Notice Of Class – Adrian Torres v. The Soundcoat Company, Case No - CVRI2501207**

Order Date: March 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



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

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Notice Of Class**, in the case of Adrian Torres v. The Soundcoat Company, Case No - CVRI2501207, and certify that it is true and correct, to the best of my abilities.

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

Christina Harmon

Christina Guerrero Harmon

03/09/2026

Date

Certification Credentials may be verified online at

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

AVISO DE ACUERDO COLECTIVO Y REPRESENTATIVO

LEA ESTE AVISO

Sus derechos legales se ven afectados independientemente de si actúa o no. Lea atentamente este Aviso.

En la Demanda Colectiva y representativa titulada *Adrian Torres contra The Soundcoat Company*, Tribunal Superior del Condado de Orange, Causa n.º CVRI2501207 (“Demanda”), el Demandante Adrian Torres (“Demandante”) alega que el Demandado The Soundcoat Company (“Demandado”) infringió varias disposiciones del Código Laboral de California y del Código de Negocios y Profesiones de California, y que debe pagar sanciones civiles a la Agencia de Desarrollo Laboral y de la Fuerza Laboral (“LWDA” por sus siglas en inglés) y a los empleados agraviados (definidos a continuación) en virtud de la Ley General de Abogados Privados, §§ 2698 y siguientes del Código Laboral de California (“PAGA” por sus siglas en inglés). El Demandado niega cualquier responsabilidad o infracción de cualquier tipo y sostiene, entre otras cosas, que cumplió en todo momento con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las Órdenes Salariales de la Comisión de Bienestar Industrial y todas las leyes aplicables.

Sin embargo, con el fin de evitar litigios adicionales y los costes e incertidumbres asociados a ellos, los Demandantes y el Demandado han llegado a un Acuerdo conjunto de conciliación de la Demanda Colectiva y representativa (“Acuerdo”), que ha sido aprobado preliminarmente por el Tribunal. Al aceptar el Acuerdo, el Demandado no admite en modo alguno ningún incumplimiento de ley y niega expresamente cualquier responsabilidad ante los Demandantes u otras personas.

Usted está sujeto a los términos del Acuerdo porque ha sido identificado en los expedientes del Demandado como miembro de la Clase y/o Empleado Agraviado.

“Clase” significa todos los empleados actuales y antiguos del Demandado en California, remunerados por horas o no exentos, contratados entre el 21 de octubre de 2020 y el 31 de diciembre de 2025 (“Período de la Clase”).

“Empleados Agraviados” son todos los empleados actuales y antiguos del Demandado en California, remunerados por horas o no exentos, contratados entre el 20 de octubre de 2023 y el 31 de diciembre de 2025 (“período PAGA”).

SUS DERECHOS LEGALES Y OPCIONES CON RESPECTO AL ACUERDO	
Participar en el Acuerdo	Si desea participar en el Acuerdo, permanecer en la Clase y recibir su Pago Individual de la Clase y su Pago PAGA Individual, <u>no es necesario que haga nada.</u>
Excluirse del Acuerdo	Si no desea participar en el Acuerdo Colectivo ni permanecer en la Clase, <u>debe seguir las instrucciones de la Sección 6.</u> Si se excluye del Acuerdo Colectivo, no recibirá su Pago Individual de la Clase y no renunciará a las Reclamaciones Exoneradas contra las Partes Exoneradas (definidas en la Sección 4, más adelante). Sin embargo, si el Acuerdo es aprobado por el Tribunal y usted es un Empleado Agraviado, recibirá su Pago PAGA Individual y liberará las Reclamaciones Exoneradas, incluso si se excluye del Acuerdo.
Oponerse al Acuerdo	Si desea oponerse a las condiciones del Acuerdo, pero permanecer en la Clase, <u>debe seguir las instrucciones de la Sección 7.</u> Si se opone al Acuerdo, seguirá estando sujeto a los términos de este si es aprobado por el Tribunal.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido este Aviso porque los expedientes del Demandado reflejan que es miembro de la Clase y/o Empleado Agraviado (definido anteriormente). Dado que el Acuerdo, que ha sido aprobado preliminarmente por el Tribunal,



afecta a los derechos legales de los miembros de la Clase y los empleados agraviados, el Tribunal ha ordenado que se le envíe este Aviso. Este Aviso le proporciona información sobre (1) la Demanda, (2) los términos monetarios del Acuerdo, (3) su Pago Individual de la Clase, siempre que no solicite ser excluido del Acuerdo, (4) su Pago PAGA Individual, (5) las condiciones del Acuerdo, incluidas las Reclamaciones Exoneradas, (6) cómo participar, excluirse u oponerse al Acuerdo, y (7) dónde encontrar información adicional sobre la Demanda y el Acuerdo.

2. ¿DE QUÉ TRATA ESTA CAUSA?

El Demandante alega que el Demandado: (1) no pagó a los miembros de la Clase el salario mínimo por todas las horas trabajadas; (2) no pagó a los miembros de la Clase las horas extras; (3) no proporcionó a los miembros de la Clase los períodos de comida reglamentarios ni la compensación correspondiente; (4) no proporcionó a los miembros de la Clase los descansos reglamentarios ni la compensación correspondiente; (5) no reembolsó a los miembros de la Clase los gastos profesionales necesarios en que incurrieron en el desempeño directo de sus funciones para el Demandado; (6) no pagó a los miembros de la Demanda colectiva todas las indemnizaciones que les correspondían por despido o renuncia; (7) no proporcionó a los miembros de la Demanda colectiva nóminas detalladas y precisas; (8) incurrió en prácticas comerciales desleales que infringen las §§ 17200 y siguientes del Código de Negocios y Profesiones de California; y/o (9) debe pagar sanciones civiles en virtud de la Ley PAGA.

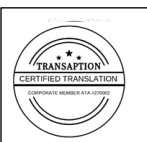
El Demandado niega estas acusaciones y sostiene que cumplió plenamente con todas las leyes aplicables, proporcionó, permitió y autorizó a los miembros de la Clase a tomar todos los períodos de comida y descansos, reembolsó a los miembros de la Clase todos los gastos comerciales necesarios, proporcionó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

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones alegadas por el Demandante. Al aprobar preliminarmente el Acuerdo y emitir este Aviso, el Tribunal no está sugiriendo qué parte ganaría o perdería la Demanda en cuanto al fondo. Más bien, el Tribunal solo ha determinado que hay pruebas suficientes para determinar, de manera preliminar, que el Acuerdo propuesto es justo, adecuado y razonable. La decisión final sobre esta cuestión se tomará en la Audiencia de Aprobación Definitiva. El Demandado se reserva el derecho, si por cualquier motivo el Acuerdo fracasa, de impugnar cualquier alegación fáctica o jurídica, incluyendo la impugnación de si la Demanda debe continuar como Demanda Colectiva y/o Representativa.

3. LAS CONDICIONES MONETARIAS DEL ACUERDO Y EL CÁLCULO DE SU PAGO INDIVIDUAL DE LA CLASE Y SU PAGO PAGA INDIVIDUAL

Sin admitir ninguna irregularidad y para evitar las interrupciones comerciales causadas por el litigio de estas reclamaciones, el Demandado ha acordado pagar un importe bruto del Acuerdo de \$246,000.00 para resolver la Demanda. Los siguientes importes se pagarán con cargo al importe bruto del Acuerdo:

- Un pago por gastos del Administrador que no excederá los \$2,950.00 para reembolsar los honorarios y gastos razonables del Administrador.
- Un pago por servicios prestados por la representante de la Clase que no excederá los \$7,500.00 a la representante de la Clase por sus servicios en apoyo de la Demanda y la exención general;
- Las sanciones PAGA por un importe de \$15,000.00 asignadas a la LWDA y a los Empleados Agraviados para el pago de sanciones civiles en virtud de la Ley PAGA;



- Un pago por gastos de los abogados de la Clase que no excederá los \$25,000.00 a los abogados de la Clase para el reembolso de los gastos razonables en que hayan incurrido para llevar a cabo la Demanda; y
- Pago de los honorarios de los abogados de la Clase: no excederá un tercio (1/3) del importe bruto del Acuerdo a los abogados de la Clase en concepto de reembolso de los honorarios razonables en que hayan incurrido para interponer la Demanda.

Importe neto del Acuerdo: El importe restante del importe bruto del Acuerdo después de las deducciones anteriores se denomina “Importe Neto del Acuerdo”. El Importe neto del Acuerdo se asignará a todos los Miembros Participantes de la Clase y se calculará de la siguiente manera:

1. A partir de sus expedientes de personal y nóminas, el Demandado le informará al Administrador el número de semanas que cada Miembro Participante de la Clase trabajó para el Demandado durante al menos un turno durante el período de la Clase (“Semanas Laborales”);
2. El Administrador determinará el valor de una sola semana laboral dividiendo el importe neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase; y
3. Cada miembro participante de la Clase recibirá un pago individual de la Clase equivalente a sus Semanas Laborales multiplicadas por el valor de una sola semana laboral.

Se le han acreditado [REDACTED] Semanas Laborales. Sobre la base de estas Semanas Laborales, su Pago Individual de la Clase, antes de cualquier retención aplicable, se estima en \$ [REDACTED]. Dependiendo de las resoluciones del Tribunal que puedan afectar al importe bruto del Acuerdo, así como del número de miembros de la Clase que puedan excluirse del Acuerdo, el importe real que recibirá si el Tribunal concede la aprobación definitiva del Acuerdo puede variar con respecto a este importe estimado.

Pago PAGA Individual: Se ha asignado un total de \$15,000.00 del importe bruto del Acuerdo a las sanciones PAGA. De esta cantidad, el 65% (es decir, \$9,750.00) se pagará a la LWDA de California (“Pago PAGA de la LWDA”), y el 35% (es decir, \$5,250.00) (“Pago PAGA Individual”) se pagará a prorrata a los empleados agraviados y se calculará de la siguiente manera:

1. A partir de sus expedientes de personal y nóminas, el Demandado le informará al Administrador el número de períodos de pago en los que cada Empleado Agraviado trabajó para el Demandado durante al menos un día durante el período PAGA (“períodos de pago PAGA”);
2. El Administrador determinará el valor de un solo período de pago PAGA dividiendo el Pago PAGA Individual por el número total de períodos de pago PAGA trabajados por todos los Empleados Agraviados; y
3. Cada Empleado Agraviado recibirá un Pago PAGA Individual igual a sus períodos de pago PAGA multiplicados por el valor de un solo período de pago PAGA.

Se le han acreditado [REDACTED] períodos de pago PAGA. Según estos períodos de pago PAGA, su Pago PAGA Individual se estima en \$ [REDACTED]. Dependiendo de las resoluciones del Tribunal que puedan afectar el monto bruto del Acuerdo, el monto real que recibirá si el Tribunal otorga la aprobación definitiva del Acuerdo puede variar con respecto a este monto estimado.

Si discrepa del número total de Semanas Laborales y/o períodos de pago PAGA que se le han acreditado, puede impugnar la asignación enviando una impugnación del cálculo de las Semanas Laborales y/o los períodos de pago al Administrador (“impugnación”). Su impugnación debe (1) contener su nombre, domicilio y número de teléfono y el nombre y número del caso de la Demanda (es decir, *Adrian Torres contra The Soundcoat Company*, Tribunal Superior del Condado de Orange, causa n.º CVRI2501207); (2) indicar claramente el número de Semanas Laborales y/o períodos de pago PAGA que considera correctos; y (3) adjuntar cualquier prueba documental que tenga para demostrar el número de Semanas Laborales y/o períodos de pago PAGA impugnados. Su impugnación



debe tener el matasellos de [Response Deadline] o anterior y enviarse al administrador al siguiente domicilio:

[Administrator]
[contact info]

A efectos fiscales, el veinte por ciento (20 %) de cada Pago Individual de la Clase se asignará a los salarios y estará sujeto a todas las retenciones fiscales estatales y federales aplicables a los empleados; y el ochenta por ciento (80 %) de cada Pago Individual de la Clase se considerará sanciones, daños y perjuicios liquidados, intereses y cualquier otro pago no relacionado con los salarios. El importe asignado como salario se declarará en el formulario W-2 del IRS, y el importe restante asignado como sanciones, daños y perjuicios, intereses y otros pagos no salariales se declarará en el formulario 1099 del IRS. El cien por cien (100 %) de cada Pago PAGA Individual se asignará como sanciones y se declarará en el formulario 1099 del IRS. Además del importe bruto del Acuerdo, el Demandado pagará todos los impuestos sobre la nómina del empleador en relación con la parte del Acuerdo asignada a los salarios. Los miembros de la Clase son responsables de pagar los impuestos sobre otras cantidades recibidas. Este Aviso no es una asesoría fiscal, y usted deben consultar a su asesor fiscal.

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

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

A partir de la fecha en que el Demandado financie íntegramente el importe bruto total del Acuerdo y todos los impuestos sobre la nómina del empleador adeudados sobre las partes salariales de los Pagos Individuales de la Clase, todos los miembros de la Clase que no se excluyan del Acuerdo (*es decir*, los Miembros Participantes de la Clase), incluidos los Demandantes, liberarán y eximirán total y definitivamente a las partes exoneradas de las Reclamaciones Exoneradas.

“Partes exoneradas” significa el Demandado The Soundcoat Company y cada una de sus filiales anteriores y/o actuales, DBA, afiliadas, empresas matrices, sucesores y cesionarios, y cada uno de sus respectivos agentes, empleados, directores, funcionarios, accionistas, propietarios, miembros, abogados, predecesores, sucesores, cesionarios, abogados, aseguradoras y reaseguradoras.

Exención por parte de los Miembros Participantes de la Clase: Todos los Miembros Participantes de la Clase eximen y liberan plena y definitivamente a las Partes Exoneradas de todas y cada una de las reclamaciones, deudas, responsabilidades, Demandas, obligaciones, sanciones, costes, gastos, honorarios de abogados, daños y perjuicios y causas de acción que se alegaron o que razonablemente podrían haberse alegado sobre la base de los hechos alegados en la Demanda. Esta exención incluye, sin limitación, la exención de todas las reclamaciones alegadas en la Demanda por el supuesto impago de todos los salarios, incluidos el salario mínimo, el salario normal, las horas extras, el doble salario, la falta de concesión de períodos de comida, la falta de autorización y permiso de descansos, la falta de indemnización por los gastos comerciales necesarios, el impago de todos los salarios pendientes al término del contrato, la falta de concesión de nóminas detalladas y precisas, las sanciones por tiempo de espera reglamentario, incumplimiento de la obligación de mantener registros precisos de tiempo y salarios, prácticas comerciales desleales, en incumplimiento de los §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 del Código Laboral y el Código de Negocios y Profesiones de California §§ 17200 y siguientes, y las Órdenes Salariales de la IWC



aplicables (en conjunto, las “Reclamaciones Colectivas Liberadas”).

Las reclamaciones colectivas exoneradas excluyen las reclamaciones no permitidas por la ley y se limitan a las reclamaciones que surjan durante el Período de la Demanda Colectiva. (en conjunto, las “Reclamaciones Colectivas Exoneradas”).

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

A partir de la fecha en que el Demandado financie íntegramente el importe bruto total del Acuerdo y todos los impuestos sobre la nómina del empleador adeudados sobre las partes salariales de los Pagos Individuales de la Clase, el Demandante y la LWDA liberarán y eximirán total y definitivamente a las partes exoneradas de las Reclamaciones Exoneradas PAGA. Las partes exoneradas se definen en la Sección 4 de este Aviso, más arriba.

Reclamaciones Exoneradas PAGA: El Demandante, todos los empleados agraviados y el estado de California exoneran y liberan plena y definitivamente a las partes exoneradas de todas y cada una de las reclamaciones por sanciones civiles en virtud de la Ley PAGA que se alegaron o que podrían haberse alegado razonablemente sobre la base de los hechos alegados en la Demanda o en la sanciones PAGA del Demandante, incluyendo, sin limitación, el supuesto incumplimiento del pago de todos los salarios, incluidos el salario mínimo, el salario normal, las horas extras, el doble salario, incumplimiento de la obligación de proporcionar períodos de comida, incumplimiento de la obligación de autorizar y permitir descansos, incumplimiento de la obligación de indemnizar los gastos comerciales necesarios, incumplimiento de la obligación de pagar todos los salarios pendientes al término de la relación laboral, incumplimiento de la obligación de proporcionar nóminas detalladas y precisas, sanciones por tiempo de espera reglamentario, incumplimiento de la obligación de mantener registros precisos de horas y salarios, prácticas comerciales desleales, en violación de las §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 y 2698 y siguientes del Código Laboral y las Órdenes salariales de la IWC aplicables (en conjunto, las “Reclamaciones PAGA exoneradas”).

Las reclamaciones PAGA exoneradas se limitan a las reclamaciones que surjan durante el período PAGA y no liberan las reclamaciones de los empleados agraviados por salarios o sanciones legales. A la luz de la naturaleza vinculante de una sentencia PAGA sobre los empleados que no son parte en el caso *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 y *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, las personas que cumplan la definición de Empleado Agraviado y que tengan derecho a recibir un pago PAGA Individual se considerarán que han liberado las Reclamaciones Exoneradas, independientemente de si su cheque por el pago PAGA Individual se cobra o no, y de si es o no miembro No Participante de la Clase.

LOS EMPLEADOS AGRAVIADOS NO PUEDEN EXCLUIRSE DEL ACUERDO PAGA NI DE LA RENUNCIA A LAS RECLAMACIONES EXONERADAS, Y RECIBIRÁN UN PAGO PAGA INDIVIDUAL INCLUSO SI SE EXCLUYEN DEL ACUERDO COLECTIVO.

6. ¿QUÉ SUCEDE SI NO DESEA PARTICIPAR EN EL ACUERDO COLECTIVO?

Usted tiene derecho a solicitar la exclusión del Acuerdo Colectivo como miembro de la Demanda colectiva, en lo que respecta a la resolución de las Reclamaciones Exoneradas, pero no puede excluirse como Empleado Agraviado. Si desea excluirse de la liberación de las Reclamaciones Exoneradas, debe enviar por correo una solicitud de exclusión al Administrador al domicilio que figura en la Sección 3 de este Aviso, más arriba. La solicitud de exclusión debe ser válida y oportuna.

Para que sea válida, la solicitud de exclusión debe (1) incluir su nombre completo, domicilio, número de teléfono y firma, así como una declaración por escrito en la que solicite ser excluido del Acuerdo; (2) indicar el nombre y



el número del caso de la Demanda (es decir, *Adrian Torres contra The Soundcoat Company*, Tribunal Superior del Condado de Orange, causa n.º CVRI2501207); y (3) enviarse por correo postal al domicilio especificado del Administrador. Para que sea oportuna, la Solicitud de exclusión debe tener un matasellos con fecha no posterior al [Response Deadline]. La fecha del matasellos será el único medio para determinar si una Solicitud de exclusión se ha presentado a tiempo. Se incluye un formulario de Solicitud de exclusión con este Aviso. Puede completar y enviar este formulario para excluirse del Acuerdo. Es su responsabilidad asegurarse de que el Administrador reciba su Solicitud de exclusión a tiempo. **A menos que solicite a tiempo ser excluido del Acuerdo, quedará vinculado por la Sentencia definitiva tras la Aprobación definitiva.**

Los miembros de la Clase que soliciten ser excluidos del Acuerdo NO recibirán su pago individual de la Clase y no renunciarán a ninguna de las reclamaciones exoneradas de la Clase. Sin embargo, los miembros de la Clase que sean empleados agraviados recibirán su pago PAGA Individual y renunciarán a las reclamaciones exoneradas PAGA, independientemente de si envían una solicitud de exclusión.

7. ¿QUÉ SUCEDE SI QUIERO OPONERME A ESTE ACUERDO?

Usted tiene derecho a oponerse al Acuerdo o a cualquier condición de este como Miembro Participante de la Clase. Si desea oponerse, puede (1) comparecer en la Audiencia de Aprobación Definitiva y oponerse verbalmente al Acuerdo o a cualquier término de este; y/o (2) enviar una Objeción por escrito al Administrador al domicilio que figura en la Sección 3 de este Aviso, más arriba. La objeción por escrito debe ser válida y oportuna. Para que sea válida, la objeción por escrito debe (1) incluir su nombre completo, domicilio, número de teléfono y firma, la información de contacto de cualquier abogado que represente al miembro de la Clase que se opone, si lo hubiera, y los fundamentos fácticos y jurídicos de la objeción, incluidos todos los documentos, escritos, pruebas escritas, declaraciones y/u otras pruebas que la respalden; (2) indicar el nombre y el número del caso de la Demanda (es decir, *Adrian Torres contra The Soundcoat Company*, Tribunal Superior del Condado de Orange, causa n.º CVRI2501207); y (3) enviarse por correo al domicilio especificado del Administrador. Para que sea oportuna, la Objeción por escrito debe tener un matasellos con fecha no posterior al [Response Deadline]. La fecha del matasellos será el único medio para determinar si una objeción por escrito se ha presentado a tiempo. Se incluye un formulario de objeción en este Aviso.

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

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

La Audiencia de Aprobación Definitiva está programada para el _____, a las _____ a. m., en el Tribunal Superior del Estado de California, Condado de Orange, Departamento CX101, ubicado en _____. Esta fecha y hora pueden estar sujetas a cambios sin previo aviso. Puede verificar la fecha de la audiencia en el siguiente sitio web: [ADMINISTRATOR WEBSITE]. Los Miembros Participantes de la Clase pueden comparecer ante el Tribunal (o contratar a un abogado para que comparezca ante el Tribunal por su cuenta) para ofrecer comentarios y/o presentar objeciones verbales en la Audiencia de Aprobación Definitiva.



9. ¿QUIÉNES SON LOS ABOGADOS?

Abogados de los Demandantes y de la Clase:

Kane Moon (SBN 249834)
Correo electrónico:
kmoon@moonlawgroup.com
Jacquelyne VanEmmerik (SBN 339338)
Correo electrónico:
jvanemmerik@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
Correo electrónico:
nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Ángeles, California 90017
Teléfono: (213) 232-3128
Fax: (213) 232-3125

Abogados del Demandado:

Shiva Shirazi Davoudian (SBN 232771)
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107
Teléfono: 310.712.7331
Fax: 213.947.1805
SDavoudian@littler.com

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

10. ¿DEBO CONTRATAR A MI PROPIO ABOGADO?

No es necesario que contrate a su propio abogado. Si desea que su propio abogado le represente o comparezca ante el Tribunal, tiene derecho a contratar a uno, pero deberá pagarle usted mismo.

11. MÁS INFORMACIÓN

Lo anterior es solo un resumen del Acuerdo. Para conocer los términos y las condiciones del Acuerdo y otros documentos importantes de la causa, consulte el Acuerdo disponible en www.legalsystem.com o póngase en contacto con los abogados de la Clase en el domicilio o el número de teléfono que se indican en la Sección 9 anterior.

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



Adrian Torres v. The Soundcoat Company
Orange County Superior Court Case No. 30-2024-01434818-CU-OE-CXC

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

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

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

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before _____, 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Adrian Torres v. The Soundcoat Company*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment.

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator's contact information?

Adrian Torres v. The Soundcoat Company
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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

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

A copy of the translation is attached to this certification.

Translation reference to **Request For Exclusion Form – Adrian Torres v. The Soundcoat Company, Case No - 30-2024-01434818-CU-OE-CXC**

Order Date: March 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



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

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of ***Request For Exclusion Form***, in the case of Adrian Torres v. The Soundcoat Company, Case No - 30-2024-01434818-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

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

Christina Harmon

Christina Guerrero Harmon

03/09/2026

Date

Certification Credentials may be verified online at

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



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de nombre/dirección (si los hay):

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Recibe este formulario porque puede tener derecho a recibir dinero de un Acuerdo colectivo.

Utilice y devuelva este formulario solo si desea excluirse de la Demanda Colectiva y no desea oponerse al Acuerdo. Si se excluye de la Clase completando y devolviendo este formulario, no recibirá su Pago Individual de la Clase, no estará sujeto a los términos del Acuerdo y conservará los derechos que pueda tener actualmente. Sin embargo, incluso si se excluye de la Clase del Acuerdo, seguirá recibiendo su Pago PAGA Individual si el Tribunal aprueba el Acuerdo.

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

Para que sea válido, el formulario de solicitud de exclusión debe estar firmado por usted y devuelto al administrador del Acuerdo a la dirección o dirección de correo electrónico que se indica a continuación. Para que sea válido, el formulario de solicitud de exclusión debe tener un matasellos o una fecha de transmisión anterior al [REDACTED] de 2026.

Por la presente confirmo que he recibido la notificación del Acuerdo propuesto en la Demanda *Adrian Torres contra The Soundcoat Company* y deseo ser excluido de la Demanda Colectiva. Entiendo que no recibiré un pago individual de la Clase y que no estaré sujeto a las Reclamaciones Exoneradas. Sin embargo, entiendo que seguiré recibiendo mi pago PAGA Individual.

Nombre completo: _____

Fecha: _____ Firma: _____

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

Adrian Torres v. The Soundcoat Company

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]



Adrian Torres v. The Soundcoat Company
Orange County Superior Court Case No. 30-2024-01434818-CU-OE-CXC

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I object to the settlement in *Adrian Torres v. The Soundcoat Company* Orange County Superior Court Case No. 30-2024-01434818-CU-OE-CXC) because:

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Adrian Torres v. The Soundcoat Company

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]

Page 1 of 1

Objection Form

Questions? Please call the Settlement Administrator at [REDACTED]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

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Translation reference to **Objection Form – Adrian Torres v. The Soundcoat Company, Case No - 30-2024-01434818-CU-OE-CXC**

Order Date: March 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: *Christina Harmon*



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

Christina Harmon

Christina Guerrero Harmon

03/09/2026

Date

Certification Credentials may be verified online at

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



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de nombre/dirección (si los hay):

FORMULARIO DE OBJECCIÓN

Recibe este formulario porque puede tener derecho a recibir dinero de un Acuerdo de Demanda colectiva. Utilice y devuelva este formulario solo si desea objetar el Acuerdo Colectivo. También puede oponerse al Acuerdo presentando una objeción verbal en la Audiencia de Aprobación Definitiva. Si desea oponerse al Acuerdo, no envíe una solicitud de exclusión. Si el tribunal desestima su objeción y aprueba el Acuerdo, recibirá su Pago Individual de la Clase y estará sujeto a los términos del Acuerdo, incluida la renuncia a Reclamaciones Exoneradas tal y como se establece en el Acuerdo.

Para que sea válido, su formulario de objeción debe estar firmado por usted y devuelto al administrador del Acuerdo a la dirección o al correo electrónico que se indican a continuación. Para que sea oportuno, su formulario de objeción debe tener el matasellos o la fecha de transmisión del [REDACTED] de 2026 o anterior.



Me opongo al Acuerdo en el caso *Adrian Torres contra The Soundcoat Company Tribunal Superior del Condado de Orange, Caso No. 30-2024-01434818-CU-OE-CXC* debido a:

Nombre completo: _____
Fecha: _____ **Firma:** _____

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

Adrian Torres contra The Soundcoat Company

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

