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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

ANTONIO FIGUEROA, individually, and  
on behalf of all others similarly situated,

Plaintiff,

vs.

ONESOURCE DISTRIBUTORS, LLC; and  
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CU026087C

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT AND  
RELEASE**

1                   **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND**  
2                                           **RELEASE**

3           This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”  
4 or “Settlement Agreement”) is made and entered into by and between Plaintiff Antonio Figueroa  
5 (“Plaintiff” or “Class Representative”), on behalf of himself, the putative class, and the allegedly  
6 aggrieved employees he seeks to represent, and Defendant OneSource Distributors, LLC  
7 (“Defendant”) (collectively with Plaintiff, the “Parties”).

8                                           **DEFINITIONS**

9           The following definitions are applicable to this Settlement Agreement. Definitions  
10 contained elsewhere in this Settlement Agreement will also be effective:

- 11       1.     “Action” means *Figueora vs. OneSource Distributors LLC, et al.*, Superior Court of the  
12           State of California, County of San Diego, Case No. 24CU026087C.
- 13       2.     “Class Counsel” means Moon Law Group, PC.
- 14       3.     “Class Counsel Fees Payment” means the court-approved amount allocated to Class  
15           Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not  
16           to exceed one-third (1/3) of the Gross Settlement Amount (currently estimated to be  
17           \$216,666.67).
- 18       4.     “Class Counsel Expenses Payment” means the court-approved amount allocated to Class  
19           Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action,  
20           not to exceed Twenty Thousand Dollars (\$20,000.00).
- 21       5.     “Class List” means a complete list of all Class Members that Defendant will diligently and  
22           in good faith compile from its currently available records and provide to the Settlement  
23           Administrator within thirty (30) calendar days after Preliminary Approval of this  
24           Settlement. The Class List will be formatted in a Microsoft Excel file and will include  
25           each Class Member’s full name; most recent mailing address and telephone number (if  
26           known); Social Security number; dates of employment; the respective number of  
27           Workweeks that each Class Member worked during the Class Period and PAGA Period  
28           according to Defendants’ records; and any other relevant information needed to calculate

settlement payments.

6. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from August 16, 2023, through October 13, 2025.

7. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

8. “Class Period” means the period from August 16, 2023, through October 13, 2025.

9. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement, and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000.00).

10. “Court” means the San Diego County Superior Court.

11. “Cy Pres Recipient” means the State Bar of California’s Greg E. Knoll Justice Gap Fund, the proposed recipient of any uncashed settlement checks in accordance with Code of Civil Procedure Section 384(b).

12. “Defendant” means Defendant OneSource Distributors, LLC.

13. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.

14. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

15. “Final Approval” means the date on which the Court executes an order granting final approval of the Settlement Agreement.

- 1 16. “Gross Settlement Amount” means the non-reversionary Gross Settlement Amount of Six  
2 Hundred Fifty Thousand Dollars (\$650,000.00), to be paid by Defendant in full  
3 satisfaction of all Released Class Claims and Released PAGA Claims, which includes all  
4 Individual Class Payments, Class Counsel Fees and Expenses Payments, the Class  
5 Representative Enhancement Payment, PAGA Penalties, and Settlement Administration  
6 Costs..
- 7 17. “Individual Class Payment” means a Participating Class Member’s pro rata share of the  
8 Net Settlement Fund , calculated according to the number of Workweeks he or she worked  
9 during the PAGA Period.
- 10 18. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of  
11 the PAGA Penalties, calculated according to the number of Workweeks he or she worked  
12 during the PAGA Period.
- 13 19. “LWDA” means the California Labor and Workforce Development Agency.
- 14 20. “LWDA PAGA Payment” means 65% of the PAGA Settlement Penalties paid to the  
15 LWDA under Labor Code § 2699(m).
- 16 21. “Net Settlement Fund” means the portion of the Gross Settlement Amount, less the  
17 following payments in the amounts approved by the Court: the Class Counsel Fees and  
18 Expenses Payments, the Class Representative Enhancement Payment, the PAGA  
19 Penalties, and Settlement Administration Costs. The Net Settlement Fund will be  
20 distributed to Participating Class Members. There will be no reversion of the Net  
21 Settlement Fund to Defendant.
- 22 22. “Notice of Objection” means a Class Member’s valid and timely written objection to the  
23 Settlement Agreement. To be valid, the Notice of Objection must include: (a) the  
24 objector’s full name, signature, address, and telephone number, (b) a written statement of  
25 all grounds for the objection accompanied by any legal support for such objection; (c)  
26 copies of any papers, briefs, or other documents upon which the objection is based; and  
27 (d) a statement whether the objector intends to appear at the final approval hearing.
- 28 23. “Operative Complaint” means the First Amended Class Action and Representative Action

Complaint filed by Plaintiff on May 23, 2025.

24. “PAGA Members” or “Aggrieved Employees” means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from November 29, 2023, through October 13, 2025.

25. “PAGA Pay Periods” means the number of biweekly pay periods that each PAGA Member worked during the PAGA Period. PAGA Pay Periods shall be calculated by counting the number of biweekly pay periods in which each PAGA Member performed work during the PAGA Period, subtracting biweekly pay periods where no work was performed due to a leave of absence, vacation, or other periods when no work occurred (if any), and rounding up to the nearest whole number. All PAGA Members will be credited with at least one PAGA Pay Period during the PAGA Period.

26. “PAGA Period” means the period from November 29, 2023, through October 13, 2025.

27. “PAGA Penalties” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiff’s claim for civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of the Gross Settlement Amount will be allocated to the PAGA Penalties. Pursuant to PAGA, Sixty-Five Percent (65%), or Twenty-Six Thousand Dollars (\$26,000.00), of the PAGA Settlement Amount will be paid to the LWDA (the “LWDA PAGA Payment”), and Thirty-Five Percent (35%), or Fourteen Thousand Dollars (\$14,000.00), of the PAGA Settlement will be disbursed to PAGA Members (the “Individual PAGA Payment(s)”), regardless of whether a PAGA Member requests to be excluded from the Settlement Class.

28. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

29. “Plaintiff” means the named Plaintiff in the Action, Antonio Figueroa.

30. “Preliminary Approval” means the date on which the Court executes an order granting preliminary approval of the Settlement Agreement.

- 1 31. “Released Class Claims” means the claims being released as described in Paragraph 58.
- 2 32. “Released PAGA Claims” means the claims being released as described in Paragraph 59.
- 3 33. “Released Parties” means Defendant OneSource Distributors, LLC, and each of its former  
4 and/or present directors, officers, shareholders, owners, members, attorneys, insurers,  
5 predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other  
6 entities that could be considered to have jointly employed the Settlement Class Members  
7 or PAGA Group (including, without limitation, any investment bankers, accountants,  
8 insurers, reinsurers, attorneys and any past, present or future officers, directors and  
9 employees).
- 10 34. “Request for Exclusion” means a timely and valid letter submitted by a Class Member  
11 indicating a request to be excluded from the Settlement Class. To be valid, the Request for  
12 Exclusion must: (a) set forth the name, address, telephone number and last four digits of  
13 the Social Security Number of the Class Member requesting exclusion; (b) be signed by  
14 the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that  
15 the Class Member does not wish to be included in the Settlement; and (e) be faxed or  
16 postmarked on or before the Response Deadline.
- 17 35. “Response Deadline” means the deadline by which Class Members must postmark or fax  
18 to the Settlement Administrator Requests for Exclusion, postmark or fax disputes  
19 concerning the calculation of Individual Class Payments, or postmark Notices of  
20 Objection to the Settlement Administrator. The Response Deadline will be forty-five (45)  
21 calendar days from the initial mailing of the Class Notice by the Settlement Administrator,  
22 unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case  
23 the Response Deadline will be extended to the next day on which the U.S. Postal Service  
24 is open. The Response Deadline for Class Members to whom Class Notices are resent after  
25 having been returned undeliverable to the Administrator shall be extended by ten (10)  
26 calendar days beyond the original Response Deadline.
- 27 36. “Settlement Administrator” means ILYM Group, Inc., the neutral entity the Parties have  
28 agreed to appoint (subject to Court approval) for the purposes of administering this

Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. “Settlement Administration Costs” means the court-approved amount the Settlement Administrator will be paid from the Gross Settlement Amount for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties and in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. Based on an estimated Settlement Class of approximately 550-600 Class Members, the Settlement Administration Costs are currently estimated not to exceed Nine Thousand Nine Hundred and Fifty Dollars (\$9,950).

38. “Workweeks” means the number of weeks that each Class Member worked during the Class Period. Workweeks shall be calculated using the weeks of employment for each Class Member during the Class Period, subtracting weeks where no work was performed due to a leave of absence, vacation, or other periods when no work occurred (if any), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Pay Period during the PAGA Period.

#### **TERMS OF AGREEMENT**

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

39. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Six Hundred Fifty Thousand Dollars (\$650,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer’s share of payroll taxes separately or as part of the same payment but in addition to the Gross Settlement Amount. After the Effective Date, the Gross Settlement Amount will be used to pay the: (a) Individual Class Payments; (b)

1       PAGA Penalties; (c) Class Representative Enhancement Payment; (d) Class Counsel Fees  
2       and Expenses Payments; and (e) Settlement Administration Costs. Defendant will deposit  
3       the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30)  
4       calendar days of the Effective Date ("Funding Date").

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

8       40(a) Class Counsel Fees and Expenses. Defendant agrees not to oppose or impede any  
9           application or motion by Class Counsel for Attorneys' Fees of not more than one  
10          third of the Gross Settlement Amount or Two Hundred Sixteen Thousand Six  
11          Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$216,666.67), plus the  
12          reimbursement of Expenses to include all actual and reasonable out-of-pocket  
13          litigation costs associated with Class Counsel's litigation and settlement of the  
14          Action (including expert/consultant fees, investigations costs, etc.), not to exceed  
15          Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the  
16          Gross Settlement Amount. In the event that the Court reduces or does not  
17          approve the award of Class Counsel Fees and Expenses discussed herein,  
18          Plaintiff and Class Counsel shall not have the right to revoke this Settlement.

19       40(b) Class Representative Enhancement Payment. In exchange for a general release,  
20          and in recognition of his effort and work in prosecuting the Action on behalf of  
21          Class Members, Defendant agrees not to oppose or impede any application or  
22          motion for a Class Representative Enhancement Payment of up to Ten Thousand  
23          Dollars (\$10,000.00), to Plaintiff. The Class Representative Enhancement  
24          Payment will be paid from the Gross Settlement Amount and will be in addition  
25          to Plaintiff's Individual Class and PAGA Payments paid pursuant to the  
26          Settlement. Plaintiff will be solely and legally responsible to pay any and all  
27          applicable taxes on the Class Representative Enhancement Payment. Plaintiff  
28          understands and agrees that this Settlement Agreement shall remain in full force

and effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded or is reduced by the Court.

40(c) Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Nine Thousand Nine Hundred and Fifty Dollars (\$9,950.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on all Individual Class Payments and Individual PAGA Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations. To the extent actual costs for claims administration are less than \$9,950.00, those amounts will be credited to the Gross Settlement Amount prior to distribution of the Net Settlement Fund to Participating Class Members. Defendant agrees not to oppose any such applications that are consistent with this paragraph.

40(d) PAGA Penalties. Subject to Court approval, the Parties agree that the amount of Forty Thousand Dollars (\$40,000.00) shall be paid from the Gross Settlement Amount as PAGA Penalties, with Sixty-Five Percent (65%), or Twenty-Six Thousand Dollars (\$26,000.00), allocated to the LWDA PAGA Payment and Thirty-Five Percent (35%), or Fourteen Thousand Dollars (\$14,000.00), allocated to the o PAGA Members in the form of Individual PAGA Payments in proportion to the number of PAGA Pay Periods he or she worked during the PAGA Period. The entire PAGA Penalties amount will be distributed to the LWDA and all PAGA Members. No portion of the PAGA Penalties will revert to or be retained by Defendant. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Fund. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

1 41. Payments from the PAGA Penalties. Defendant will calculate the total number of  
2 biweekly PAGA Pay Periods worked by each PAGA Member during the PAGA Period  
3 and the aggregate the total number of PAGA Pay Periods worked by all PAGA Members  
4 during the PAGA Period. To determine each PAGA Member's estimated Individual  
5 PAGA Payment, the Settlement Administrator will use the following formula: The PAGA  
6 Members' 35% share of PAGA Penalties (\$14,000.00) will be divided by the aggregate  
7 total number of PAGA Pay Periods worked by all PAGA Members during the PAGA  
8 Period, resulting in the "PAGA Pay Period Value," then multiplying each individual  
9 PAGA Member's total number of PAGA Pay Periods by the PAGA Pay Period Value.

10 42. No Right to Exclusion or Objections to the PAGA Settlement. Because this Settlement  
11 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and  
12 as a Private Attorney General of, and for, the State of California and the LWDA, the  
13 Parties agree that no PAGA Member has the right to exclude himself or herself from the  
14 release of the Released PAGA Claims, and all PAGA Members will receive their pro  
15 rata 35% share of the PAGA Penalties. The Parties also agree that no PAGA Member  
16 has the right to object to the amount of PAGA Penalties.

17 43. Payments from the Net Settlement Fund. Individual Class Payments will be paid from the  
18 Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating  
19 Class Members. No portion of the Net Settlement Fund will revert to or be retained by  
20 Defendant.

21 44. Individual Class Payment Calculations. Individual Class Payments will be calculated and  
22 apportioned from the Net Settlement Fund based on Defendant's calculations of the  
23 number of Workweeks a Class Member worked during the Class Period according to  
24 Defendant's then-available records and submitted to the Settlement Administrator.  
25 Specific calculations of Individual Class Payments will be made as follows:

26 44(a) Defendant will calculate the total number of Workweeks worked by each Class  
27 Member during the Class Period and the aggregate total number of Workweeks  
28 worked by all Class Members during the Class Period. To determine each Class

Member's estimated "Individual Class Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Class Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Class Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

45. No Credit Toward Benefit Plans. The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

46. Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

47. Delivery of the Class List. Within twenty-one (21) calendar days following Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator in the

form of a Microsoft Excel spreadsheet.

48. 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.

49. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional ten (10) calendar days beyond the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

51. Class Notices. All Class Members will be mailed a Class Notice, 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 PAGA Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the

1 National Change of Address database. Each Class Notice will provide: (a) information  
2 regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c)  
3 the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks  
4 and PAGA Pay Periods each respective Class Member and PAGA Member worked for  
5 Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA  
6 Member's estimated Individual Class Payment and Individual PAGA Payment and the  
7 formula for calculating Individual Class Payments and Individual PAGA Payments; (f)  
8 the dates which comprise the Class Period and PAGA Period; (g) instructions on how to  
9 submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the  
10 Class Member must postmark or fax Request for Exclusions, or postmark Notices of  
11 Objection to the Settlement; and (i) the claims to be released.

12 52. Disputed Information on Class Notices. Class Members will have an opportunity to  
13 dispute the information provided in their Class Notices. To the extent Class Members  
14 dispute their employment dates or the number of Workweeks on record, Class Members  
15 may produce evidence to the Settlement Administrator showing that such information is  
16 inaccurate. If a person believes that he or she was wrongly excluded from being a Class  
17 Member or a PAGA Member, that person must notify the Settlement Administrator by the  
18 Response Deadline or he or she will be excluded from the Settlement Class or as a PAGA  
19 Member.

20 53. Defendant's records will be presumed correct, but the Settlement Administrator shall  
21 contact the Parties regarding the dispute and the Parties will work in good faith to resolve  
22 it. All disputes must be submitted by the Response Deadline, and will be decided within  
23 ten (10) business days after the Response Deadline.

24 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
25 requirements listed herein, that Class Member will be given an opportunity to cure the  
26 defect(s). The Settlement Administrator will mail the Class Member a cure letter within  
27 three (3) business days of receiving the defective submission to advise the Class Member  
28 that his or her submission is defective and that the defect must be cured to render the

Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

56. Proportional Increase to Gross Settlement Amount: The Gross Settlement Amount was calculated with, and is premised on, the understanding that Class Members worked approximately Forty Thousand Five Hundred (40,500) Workweeks during the Class Period. If the actual number of weeks is greater than Ten Percent (10%) of this estimate (*i.e.*, the total number of Workweeks *exceeds* 44,550), then the Gross Settlement Amount will be increased by the same proportion above Ten Percent (10%) (*i.e.*, meaning if the Workweeks increase by 11%, the Gross Settlement Amount will increase by 1%).

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

58. Releases by Participating Class Members. Upon the Funding Date, 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 Operative Complaint. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for Defendant's alleged failure to pay all wages during the Class Period, including the failure to pay

1 minimum wages, failure to pay overtime compensation, including at the correct regular  
2 rate of pay, failure to provide meal periods or premium compensation at the regular rate  
3 of pay in lieu thereof, failure to authorize and permit rest breaks or premium compensation  
4 at the regular rate of compensation in lieu thereof, failure to indemnify necessary business  
5 expenses, failure to pay all unpaid wages during employment and at termination, failure  
6 to provide accurate itemized wage statements, violation of California Business and  
7 Professions Code §§ 17200, et seq., and statutory waiting time penalties based on the  
8 foregoing (collectively, the “Released Class Claims”).

9 59. Releases by PAGA Members. Upon the Funding Date, all Aggrieved Employees are  
10 deemed to fully and finally release and discharge the Released Parties, on behalf of  
11 themselves and their respective present and former representatives, agents, attorneys,  
12 heirs, administrators, successors, and assigns, from any and all claims for civil penalties,  
13 and attorneys’ fees and costs, under PAGA, that were alleged or that reasonably could  
14 have been alleged based on the facts alleged in the Operative Complaint or Plaintiff’s  
15 PAGA Notice, including, but not limited to, all claims concerning the alleged failure to  
16 pay minimum wages, failure to pay overtime compensation, including at the correct  
17 regular rate of pay, failure to provide meal periods or premium compensation at the regular  
18 rate of pay in lieu thereof, failure to authorize and permit rest breaks or premium  
19 compensation at the regular rate of pay in lieu thereof, failure to indemnify necessary  
20 business expenses, failure to pay all unpaid wages during employment and at termination,  
21 and failure to provide accurate itemized wage statements (collectively, the “Released  
22 PAGA Claims”).

23 60. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by  
24 all Participating Class Members, Plaintiff will release and forever discharge the Released  
25 Parties, to the fullest extent permitted by law, of and from any and all claims, known and  
26 unknown, asserted and not asserted, which Plaintiff has or may have against the Released  
27 Parties as of the date of execution of this Settlement Agreement. To the extent the  
28 foregoing release is a release to which Section 1542 of the California Civil Code or similar

provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

61. Representations Regarding Claims. Plaintiff and Class Counsel further represent that Plaintiff and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Stipulation; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in this Action. Plaintiff and Class Counsel further represent that, other than the actions being resolved by this Stipulation, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and Class Counsel represent that they do not currently know of or represent any other persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Stipulation and that this Agreement would not have been entered into were it not for this representation. Any misrepresentation regarding the above are deemed material breaches of this Stipulation and cause for nullification of the Stipulation pursuant to Paragraph 73.

62. Defendant's Right to Rescind. Defendant will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement or if a smaller number of

1 Settlement Class Members opt out but whom collectively account for at least 10% of the  
2 40,500 Workweeks estimate on which this Settlement is based (*i.e.*, if 8% of Settlement  
3 Class Members opt out who account for more than 10% or 4,050 Workweeks, Defendant  
4 may rescind the Settlement). Defendant must exercise this right of rescission in writing to  
5 Class Counsel within fourteen (14) calendar days after the Response Deadline or the date  
6 on which the Settlement Administrator notifies Defendant that the number of opt outs  
7 exceeds ten percent (10%). If the option to rescind is exercised, then Defendant will be  
8 solely responsible for all Settlement Administration Costs incurred to the date of  
9 rescission.

10 63. Objection Procedures. To object to the Settlement Agreement, a Class Member may either  
11 postmark a valid Notice of Objection to the Settlement Administrator on or before the  
12 Response Deadline, or appear in person at the Final Approval Hearing. Class Members  
13 who fail to object either by submitting a valid Notice of Objection or appearing in person  
14 at the Final Approval Hearing will be deemed to have waived all objections to the  
15 Settlement and will be foreclosed from making any objections, whether by appeal or  
16 otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel  
17 seek to solicit or otherwise encourage Class Members to submit written objections to the  
18 Settlement Agreement or appeal from the final approval order and judgment. Class  
19 Counsel will not represent any Class Members with respect to any such objections to this  
20 Settlement. If a Class Member timely submits both a Notice of Objection and a Request  
21 for Exclusion, the Request for Exclusion will be given effect and considered valid, the  
22 Notice of Objection shall be rejected, and the Class Member shall not participate in or be  
23 bound by the Settlement. In the event that the Court approves this Settlement  
24 notwithstanding the objections of any Class Members, Class Members who object to the  
25 Settlement will nonetheless be bound by the Settlement.

26 64. Certification and Status Reports. The Settlement Administrator will provide Defendant's  
27 counsel and Class Counsel a weekly report that certifies the number of Class Members  
28 who have submitted valid Requests for Exclusion or objections to the Settlement, and

whether any Class Member has submitted a challenge to any information contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

65. Distribution Timing of Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

66. Un-cashed Settlement Checks. Funds represented by Individual Class and PAGA Payment checks returned as undeliverable and Individual Class and PAGA Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance (the “void date”) will be tendered to the proposed Cy Pres Recipient, the State Bar of California’s Greg E. Knoll Justice Gap Fund, in accordance with Code of Civil Procedure Section 384(b). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

67. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

68. Treatment of Individual Class Payments. All Individual Class Payments will be allocated as follows: (a) Twenty Percent (20%) of each Individual Class Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

69. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be

1 responsible for forwarding all payroll taxes and penalties to the appropriate government  
2 authorities.

3 70. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of  
4 the payments called for hereunder, and Plaintiff and Participating Class Members are not  
5 relying on any statement, representation, or calculation by Defendant or by the Settlement  
6 Administrator in this regard.

7 71. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF  
8 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER  
10 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
11 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
12 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER  
13 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH  
14 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
15 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
16 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);  
17 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,  
18 HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
19 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,  
20 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
21 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
22 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON  
23 ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER  
24 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE  
25 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR  
26 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
27 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR  
28 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH

LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE  
OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
BY THIS AGREEMENT.

72. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

73. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses prior to the settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed. If an appeal is filed from the Court's Judgment prior to the Effective Date, settlement administration shall be immediately stayed pending final resolution of the appeal.

74. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel shall deliver copies

of all Preliminary Approval papers to Defense Counsel for comment and review within five (5) calendar days of the date for filing.

75. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Class Counsel shall deliver copies of all Final Approval papers to Defense Counsel for comment and review within five (5) calendar days of the date for filing.

76. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral

1 agreements may be deemed binding on the Parties. The Parties expressly recognize  
2 California Civil Code Section 1625 and California Code of Civil Procedure Section  
3 1856(a), which provide that a written agreement is to be construed according to its terms  
4 and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no  
5 such extrinsic oral or written representations or terms will modify, vary or contradict the  
6 terms of this Settlement Agreement.

7 79. Amendment or Modification. No amendment, change, or modification to this Settlement  
8 Agreement will be valid unless in writing and signed, by the Parties and their counsel, and  
9 approved by the Court.

10 80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
11 represent they are expressly authorized by the Parties whom they represent to negotiate  
12 this Settlement Agreement and to take all appropriate action required or permitted to be  
13 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to  
14 execute any other documents required to effectuate the terms of this Settlement  
15 Agreement. The Parties and their counsel will cooperate with each other and use their best  
16 efforts to effect the implementation of the Settlement. If the Parties are unable to reach  
17 agreement on the form or content of any document needed to implement the Settlement,  
18 or on any supplemental provisions that may become necessary to effectuate the terms of  
19 this Settlement, the Parties may seek the assistance of the Court to resolve such  
20 disagreement.

21 81. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and  
22 inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
23 defined.

24 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will  
25 be governed by and interpreted according to the laws of the State of California.

26 83. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
27 of all Parties. However, the Settlement Agreement may be executed in one or more  
28 counterparts. All executed counterparts and each of them, including electronic (e.g.,

DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

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

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

86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

88. Representative Manageability for Settlement Purposes Only. The Parties agree that the representative PAGA claims are manageable for purposes of settlement only. If, for any

reason, the Settlement is not approved, this stipulation will be void. The Parties further agree that this stipulation is not an admission that the representative PAGA claim is proper under the standards applied to contested PAGA claims and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) the representative PAGA claim is manageable or (b) that Defendant is liable to Plaintiff or any PAGA Member, other than according to the Settlement's terms.

89. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically deny, that they 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 with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will 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 Settlement, this Settlement Agreement and its terms and provisions will 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.

90. No Public Comment: Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Class Members and PAGA Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form,

whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, or to seek approval of comparable settlements, Class Counsel may disclose in court filings information about the Action and Settlement available in the public record.

91. Waiver. No waiver of any condition or covenant contained in this Settlement 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.

92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

93. Enforceability. The Parties intend for this Agreement to be enforceable in the Superior Court of California for the County of San Diego, by and subject to the Court's pending jurisdiction.

94. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

95. Representation By Counsel. The Parties acknowledge that they have been represented by

counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

96. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

97. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

98. Notices. Unless otherwise specifically provided in this Settlement, all notices, demands, and/or other communications will be in writing and will be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

To The Class:  
MOON LAW GROUP, PC  
Kane Moon  
Jacquelyne VanEmmerik  
Nichelle Christopherson  
725 S. Figueroa Street, Suite 3100  
Los Angeles, California 90017

To Defendant:  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
Paul M. Smith  
Courtney S. Patton  
400 Capitol Mall, Suite 2800  
Sacramento, CA 95814

99. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties pursuant to California Code of Civil Procedure Section 664.6, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

100. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties

1 further agree that upon the signing of this Agreement, pursuant to California Code of Civil  
2 Procedure Section 583.330, to extend the date to bring a case to trial under Section 583.310  
3 for the entire period of this settlement process.  
4

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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 1/15/2026

Signed by:  
Antonio Figueroa  
7ECBB416C8A5478...  
Antonio Figueroa

**DEFENDANT ONESOURCE  
DISTRIBUTORS, LLC**

Dated: 15-Jan-2026

Signed by:  
Jennifer Owens  
DBA3F59892844A1...  
Jennifer Owens

**APPROVED AS TO FORM**

**MOON LAW GROUP, PC**

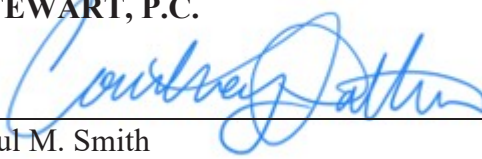
Dated: 1/19/2026

By:   
Kane Moon  
Jacquelyn VanEmmerik  
Nichelle Christopherson

Attorneys for Plaintiff Antonio Figueroa

**OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.**

Dated: 1/15/2026

By:   
Paul M. Smith  
Courtney S. Patton

Attorneys for Defendant OneSource Distributors,  
LLC

# Exhibit A

## NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

### PLEASE READ THIS NOTICE

In the class and representative action entitled *Antonio Figueroa v. OneSource Distributors, LLC.*, Superior Court of the State of California, County of San Diego, Case No. 24CU026087C (“Action”), Plaintiff Antonio Figueroa (“Plaintiff”) alleges Defendant OneSource Distributors, LLC (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

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

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee. “Class Members” means all persons who worked for Defendant on at least one work day as non-exempt, hourly paid employees in the State of California at any time from August 16, 2023, through October 13, 2025 (the “Class Period”). “Aggrieved Employees” means all persons who worked for Defendant on at least one workday as non-exempt, hourly paid employees in the State of California at any time from November 29, 2023, through October 13, 2025 (the “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, <b><u>then you do not need to do anything.</u></b>                                                                                                                                                                                                                                                                                                                                                                                                            |
| Exclude Yourself From the Settlement                         | If you do not want to participate in the Settlement or remain in the Class, <b><u>then you need to follow the instructions in Section 6.</u></b> 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, <b><u>then you need to follow the instructions in Section 7.</u></b> 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 unlawful 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 \$650,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$9,950.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$10,000.00 to the Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$40,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$20,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed \$216,666.67 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. The Administrator will determine the number of weeks each Participating Class Member was engaged in any productive work activity for Defendant for which they were paid as a non-exempt employee, not including paid time off or leaves of absence, during the Class Period (“Workweeks”);
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].**

**Individual PAGA Payment:** A total of \$40,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (*i.e.*, \$26,000.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (*i.e.*, \$14,000.00) (“Individual PAGA Payment”) will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);
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].**

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.*, *Antonio Figueroa v. OneSource Distributors, LLC.*, Superior Court of the State of California, County of San Diego, Case No. 24CU026087C); (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 (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 Unclaimed Property Fund. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

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

Upon the Funding Date, 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 Operative Complaint.

"Released Parties" means Defendant OneSource Distributors, LLC, and each of its former and/or present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Group (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees).

"Released Class Claims" includes, without limitation, a release of all claims alleged in the Operative Complaint for Defendant's alleged failure to pay all wages during the Class Period, including the failure to pay minimum wages, failure to pay overtime compensation, including at the correct regular rate of pay, failure to provide meal periods or premium compensation at the regular rate of pay in lieu thereof, failure to authorize and permit rest breaks or premium compensation at the regular rate of compensation in lieu thereof, failure to indemnify necessary business expenses, failure to pay all unpaid wages during employment and at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq., and statutory waiting time penalties based on the foregoing.

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

Upon the Funding Date, all Aggrieved Employees are deemed to fully and finally release and discharge the Released Parties, on behalf of themselves and their respective present and former representatives, agents, attorneys, heirs, administrators, successors, and assigns, from the Released PAGA Claims.

"Released PAGA Claims" means any and all claims for civil penalties, and attorneys' fees and costs, under PAGA, that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, including, but not limited to, all claims concerning the alleged failure to pay minimum wages, failure to pay overtime compensation, including at the correct regular rate of pay, failure to provide meal periods or premium compensation at the regular rate of pay in lieu thereof, failure to authorize and permit rest breaks or premium compensation at the regular rate of pay in lieu thereof, failure to indemnify necessary business expenses, failure to pay all unpaid wages during employment and at termination, and failure to provide accurate itemized wage statements.

**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 and 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 fax or mail a Request for Exclusion to the Administrator, whose contact information is 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.*, *Antonio Figueroa v. OneSource Distributors, LLC*, Superior Court of the State of California, County of San Diego, Case No. 24CU026087C); and (3) be mailed or faxed to 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. 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) mail a written Objection to the Administrator, whose contact information is 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.*, *Antonio Figueroa v. OneSource Distributors, LLC*, Superior Court of the State of California, County of San Diego, Case No. 24CU026087C); 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.

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 file both an Objection and Opt-Out Request. 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 San Diego, Department C-71, located at 330 W Broadway San Diego, CA 92101. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to offer comments and/or present verbal objections at the Final Approval Hearing.

## 9. WHO ARE THE ATTORNEYS?

| <u>Attorneys for Plaintiff and the Class:</u> | <u>Attorneys for Defendant:</u>     |
|-----------------------------------------------|-------------------------------------|
| Kane Moon<br>Jacquelyne VanEmmerik            | Paul M. Smith<br>Courtney S. Patton |

|                                                                                                                                                                                         |                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Nichelle Christopherson<br/> <b>MOON LAW GROUP, P.C.</b><br/> 725 South Figueroa Street, 31<sup>st</sup> Floor<br/> Los Angeles, California 90017<br/> Telephone: (213) 232-3128</p> | <p><b>OGLETREE, DEAKINS, NASH, SMOAK &amp; STEWART<br/> P.C.</b><br/> 400 Capitol Mall, Suite 2800<br/> Sacramento, CA 95814<br/> Telephone: (916) 840-3150</p> |
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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.classcounsel.com](http://www.classcounsel.com), or by contacting 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.**