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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

FRANCISCO RODRIGUEZ-RUBIO, JR.,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiff,

v.

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

Defendants.

Case No.: CIVSB2426421

*[Assigned for All Purposes to the Honorable
Donald Alvarez, Dept. S23]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: December 16, 2026

Time: 9:00 a.m.

Dept.: S23

Action Filed: August 27, 2024

[PROPOSED] ORDER

Having reviewed Plaintiff Francisco Rodriguez-Rubio, Jr.'s ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's Declaration, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable, in the best interests of the absent class members and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendants Torin, Inc. and Torin Jacks, Inc. (collectively, the "Defendants"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of \$138,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$6,500.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 65% of which (\$4,225.00) will be paid to California's Labor and Workforce Development Agency and 35% of which (\$2,275.00) will be paid to Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$46,000.00), and up to \$15,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$3,950.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class

1 certification, liability and damages issues, and potential appeals; (2) significant informal discovery,
2 investigation, research, and litigation have been conducted such that counsel for the Parties at this
3 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid
4 substantial costs, delay, and risks that would be presented by the further prosecution of the litigation;
5 and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive
6 negotiations between the Parties with the assistance of a well-respected class action mediator.
7 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good
8 faith.

9 4. A final approval hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees for
11 their share of the settlement of claims for penalties under PAGA, and the Class Representative
12 Service Payment should be finally approved as fair, reasonable and adequate as to the members of
13 the Class is hereby set in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class (the
15 "Class"): "all persons who worked for Defendants in California as an hourly-paid or non-exempt
16 employee at any time during the Class Period."

17 6. "Class Period" means the period from August 27, 2020, through September 9, 2025.

18 7. "Aggrieved Employees" means all persons who worked for Defendants in California
19 as an hourly-paid or non-exempt employee at any time during the PAGA Period.

20 8. "PAGA Period" means the period from November 19, 2023, through September 9,
21 2025.

22 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law
25 and fact that are common, or of general interest, to all Class Members, which predominate over
26 individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members;
27 (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class
28 Members; and (5) a class action is superior to other available methods for the fair and efficient

adjudication of the controversy.

10. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Francisco Rodriguez-Rubio, Jr. The Court further preliminarily approves Plaintiff's ability to request a Class Representative Service Award up to \$10,000.00.

11. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently estimated to be \$46,000.00), and costs not to exceed \$15,000.00.

12. The Court appoints Phoenix Class Action Administrators, Inc. as the Administrator with reasonable administration costs not to exceed \$3,950.00.

13. The Court approves, as to form and content the Class Notice attached hereto as **Exhibit A** to the Settlement Agreement **Exhibit 1**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendants to provide Class Data to the Administrator	10 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Dept. S23 of the above-referenced Court

17. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATED: _____

HON. DONALD ALVAREZ
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

FRANCISCO RODRIGUEZ-RUBIO, JR., an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

TORIN, INC., a Michigan corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2426421

*Assigned for All Purposes To:
Hon. Donald Alvarez, Dept. S23*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Francisco Rodriguez-Rubio, Jr. (“Plaintiff”) and Defendants Torin, Inc. and Torin Jacks Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Actions” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendants captioned *Francisco Rodriguez-Rubio v. Torin, Inc.*, filed on August 27, 2024 in San Bernardino County Superior Court, Case No. CIVSB2426421, and Plaintiff’s representative PAGA action captioned *Francisco Rodriguez-Rubio v. Torin, Inc.*, filed on January 24, 2025 in San Bernardino County Superior Court, Case No. CIVSB2502569.

1.2 “Administrator” means Phoenix Settlement Administrators, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.5 “Class” means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the Class Period.

1.6 “Class Counsel” means John G. Yslas, Fawn F. Bekam, Jacquelyn Silva, and Desiree Ruiz Alfaro of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$46,000 [forty-six thousand dollars and zero cents]).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Actions,

not to exceed \$15,000.00 (fifteen thousand dollars and zero cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Class Settlement 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).

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from August 27, 2020 through the date of preliminary approval, or September 9, 2025, whichever date occurs first.

1.14 “Class Representative” means the named Plaintiff Francisco Rodriguez-Rubio, Jr. in the Actions.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.16 “Court” means the Superior Court of California, County of San Bernardino.

1.17 “Defendants” means named Defendants Torin, Inc. and Torin Jacks Inc.

1.18 “Defense Counsel” means John K. Rubiner and Elizabeth Y. Mu of FREEMAN MATHIS & GARY, LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means one hundred thirty-eight thousand dollars and zero cents (\$138,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

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

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

1.28 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and

the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.31 “Operative Complaints” mean the operative Class Action Complaint filed on August 27, 2024 and the operative PAGA Complaint filed on January 24, 2025 in the Actions.

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

1.33 “PAGA Period” means the period from November 19, 2023 through the date of preliminary approval, or September 9, 2025, whichever date occurs first.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 “PAGA Notice” means Plaintiff’s November 19, 2024 letter to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of \$6,500.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% (\$2,275.00) to the Aggrieved Employees and 65% (\$4,225.00) to the LWDA in settlement of PAGA claims.

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

1.38 “Plaintiff” means Francisco Rodriguez-Rubio, Jr., the named plaintiff in the Actions.

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

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendants.

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

1.44 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.46 "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On August 27, 2024, Plaintiff filed a Class Action Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. On December 9, 2024, Plaintiff filed an amendment to the Class Action Complaint identifying Torin Jacks Inc. as Doe Defendant 1.

2.2 On November 19, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1062471-24). On January 24, 2025, after the 65-day statutory period passed, Plaintiff filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, Case No. CIVSB2502569. The Actions were deemed related on April 7, 2025.

2.3 Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged in the Actions.

2.4 On June 11, 2025, the Parties participated in an all-day mediation presided over by mediator Hon. Lisa Cole (Ret.). The Parties accepted a mediator's proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on June 11, 2025.

2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.6 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants will pay one hundred thirty-eight thousand dollars and zero cents (\$138,000.00) to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendants will pay separately.

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

1 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
2 of not more than \$10,000.00 (ten thousand dollars and zero cents) in addition to any Individual
3 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
4 as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class
5 Representative Service Payment that does not exceed this amount. As part of the motion for the
6 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
7 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
8 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
9 Representative Service Payment less than the amount requested, the Administrator will retain the
10 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
11 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
12 assumes full responsibility and liability for employee taxes owed on the Class Representative
13 Service Payment.

14 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
15 Gross Settlement Amount, which is currently estimated to be forty-six thousand dollars and zero
16 cents (\$46,000.00) and a Class Counsel Litigation Expenses Payment for actual costs, not to
17 exceed \$15,000.00 (fifteen thousand dollars and zero cents). Defendants will not oppose requests
18 for these payments. Class Counsel will file a motion for Class Counsel Fees and Litigation
19 Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or
20 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
21 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
22 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class
23 Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel
24 arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel
25 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
26 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
27 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
28 Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnifies

Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$3,950.00 (three thousand nine hundred fifty dollars and zero cents) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$3,950.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of six thousand five hundred dollars and zero cents (\$6,500.00) to be paid from the Gross Settlement Amount, with 65% (\$4,225.00) allocated to the LWDA PAGA Payment and 35% (\$2,275.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties of \$2,275.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendants represent there are 29 Class Members who collectively worked a total of 2,743 workweeks during the Class Period, and 12 Aggrieved Employees who worked a total of 368 PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Defendants 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 this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have 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 Defendants 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.

1 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
3 the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants
5 fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
6 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
8 and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
9 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment
10 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
13 face of each check shall prominently state the date (180 days after the date of mailing) when the
14 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
15 Void Date. The Administrator will send checks for Individual Settlement Payments to all
16 Participating Class Members (including those for whom the Class Notice was returned
17 undelivered). The Administrator will send checks for Individual PAGA Payments to all
18 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
19 Employees (including those for whom Class Notice was returned undelivered). The Administrator
20 may send Participating Class Members a single check combining the Individual Class Payment
21 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
22 must update the recipients' mailing addresses using the National Change of Address Database.

23 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
24 Members whose checks are returned undelivered without USPS forwarding address. Within seven
25 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose
28 re-mailed checks are returned as undelivered. The Administrator shall promptly send a

1 replacement check to any Class Member whose original check was lost or misplaced, requested
2 by the Class Member prior to the void date.

3 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
5 funds represented by such checks to the California State Controller Unclaimed Property Fund in
6 the name of the class member who the check was made out to.

7 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
8 not obligate Defendants to confer any additional benefits or make any additional payments to
9 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
10 Agreement.

11 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
12 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
13 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
14 Released Parties as follows:

15 5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all claims,
16 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
17 or reasonably could have been, alleged, based on the facts contained in the Operative Complaints;
18 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
19 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
20 federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
21 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
22 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
23 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
24 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
25 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
26 notwithstanding such different or additional facts or Plaintiff's discovery of them.

1 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
3 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

8 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
9 demands, liabilities, and causes of action alleged or which could have reasonably been alleged
10 based on the facts alleged in the Operative Class Complaint. The Released Class Claims are those
11 that accrued during the Class Settlement Period.

12 5.3 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA
13 civil penalties that are alleged or reasonably could have been alleged based on the facts alleged
14 in the Operative PAGA Complaint. The Released PAGA Claims are those that accrued during the
15 PAGA Period.

16 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
17 preliminary approval ("Motion for Preliminary Approval").

18 6.1 Defendants' Declaration in Support of Preliminary Approval. Within ten (10) days of
19 the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a
20 signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
21 actual or potential conflicts of interest with the Administrator and disclosing all facts relevant to
22 any actual or potential interest in Access Reproductive Justice. In their Declaration, Defense
23 Counsel and Defendants shall aver that they are not aware of any other pending matter or action
24 asserting claims that will be extinguished or adversely affected by the Settlement.

25 6.2 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
26 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
27 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
28 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));

(ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 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.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties

specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation 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 Payment payable to the Class 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 National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding

1 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
2 Notice to the most current address obtained. The Administrator has no obligation to make further
3 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
4 USPS a second time.

5 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
6 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
7 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
8 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
9 with the re-mailed Class Notice.

10 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
11 discovers any persons who believe they should have been included in the Class Data and should
12 have received Class Notice, the Parties will expeditiously meet and confer in person or by
13 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
14 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
15 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
16 requiring them to exercise options under this Agreement not later than fourteen (14) days after
17 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

18 7.5 Requests for Exclusion (Opt-Outs).

19 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
21 later than 45 days after the Administrator mails the Class Notice (plus an additional fourteen (14)
22 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
23 from a Class Member or his/her representative that reasonably communicates the Class Member's
24 election to be excluded from the Settlement and includes the Class Member's name, address and
25 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
26 emailed, or postmarked by the Response Deadline.

27 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
28 to contain all the information specified in the Class Notice. The Administrator shall accept any

1 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
2 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
3 determination shall be final and not appealable or otherwise susceptible to challenge. If the
4 Administrator has reason to question the authenticity of a Request for Exclusion, the
5 Administrator may demand additional proof of the Class Member's identity. The Administrator's
6 determination of authenticity shall be final and not appealable or otherwise susceptible to
7 challenge.

8 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
9 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
10 bound by all terms and conditions of the Settlement, including the Participating Class Members'
11 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
12 Class Member actually receives the Class Notice or objects to the Settlement.

13 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
14 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
15 right to object to the class action components of the Settlement. Because future PAGA claims are
16 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
17 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
18 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

19 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
20 the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members
21 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
22 Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the
23 allocation by communicating with the Administrator via fax, email or mail. The Administrator
24 must encourage the challenging Class Member to submit supporting documentation. In the
25 absence of any contrary documentation, the Administrator is entitled to presume that the
26 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
27 Data. The Administrator's determination of each Class Member's allocation of Workweeks
28 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The

1 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
2 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
3 of the challenges.

4 7.7 Objections to Settlement.

5 7.7.1 Only Participating Class Members may object to the class action components of the
6 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
7 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
8 Payment and/or Class Representative Service Payment.

9 7.7.2 Participating Class Members may send written objections to the Administrator, by
10 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
11 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
12 Participating Class Member who elects to send a written objection to the Administrator must do
13 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
14 fourteen (14) days for Class Members whose Class Notice was re-mailed).

15 7.7.3 Non-Participating Class Members have no right to object to any of the class action
16 components of the Settlement.

17 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
20 maintain and use an internet website to post information of interest to Class Members including
21 the date, time and location for the Final Approval Hearing and copies of the Settlement
22 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
23 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
24 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
25 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
26 telephone number to receive Class Member calls, faxes and emails.

27 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
28 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later

1 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
2 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
3 and other identifying information of Class Members who have timely submitted valid Requests
4 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
5 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
6 Exclusion from Settlement submitted (whether valid or invalid).

7 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
8 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
9 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
10 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
11 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
12 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
13 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
14 objections received.

15 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
16 address and make final decisions consistent with the terms of this Agreement on all Class Member
17 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
18 shall be final and not appealable or otherwise susceptible to challenge.

19 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
20 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
21 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
22 for filing in Court attesting to its due diligence and compliance with all of its obligations under
23 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
24 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
25 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
26 number of written objections and attach the Exclusion List. The Administrator will supplement
27 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
28 for filing the Administrator’s declaration(s) in Court.

1 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
2 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
3 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
4 identification number only of all payments made under this Agreement. At least fifteen (15) days
5 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
6 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
7 of all payments required under this Agreement. Class Counsel is responsible for filing the
8 Administrator's declaration in Court.

9 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
10 Defendants represent there are 29 Class Members who collectively worked a total of 2,743
11 Workweeks during the Class Period, and 12 Aggrieved Employees who worked a total of 368
12 PAGA Pay Periods during the PAGA Period. If, on final calculation, the total number of
13 Workweeks is greater than 10% higher than 2,743 Workweeks (i.e. greater than 3,017
14 Workweeks), then Defendants shall have the option to (1) increase the GSA by a proportional
15 amount (or \$45.74) for each workweek in excess of 3,017 or (2) change the end of the Class
16 Period to a date on which the number of workweeks is equal to does not exceed 10% (i.e. end the
17 Class Period on the date in which the workweek count reaches but does not exceed 3,017
18 workweeks). If this provision is triggered so as to increase the Gross Settlement Amount, the
19 Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will
20 increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross
21 Settlement Amount after the upward adjustment required by this provision is implemented.

22 9. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the
23 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
24 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
25 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
26 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
27 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
28

Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

1 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
2 of the Net Settlement Amount.

3 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
10 Court's award of the Class Representative Service Payment or any payments to Class Counsel
11 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
12 as long as the Gross Settlement Amount remains unchanged.

13 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
14 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
15 judgment.

16 11. **ADDITIONAL PROVISIONS.**

17 11.1 No Admission of Liability, Class Certification or Representative Manageability for
18 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
19 claims. Nothing in this Agreement is intended or should be construed as an admission by
20 Defendants that any of the allegations in the Operative Complaint has merit or that Defendants
21 have any liability for any claims asserted; nor should it be intended or construed as an admission
22 by Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class
23 certification and representative treatment is for purposes of this Settlement only. If, for any
24 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,
25 Defendants reserve the right to contest certification of any class for any reason, Defendants
26 reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move
27 for class certification on any grounds available and to contest Defendants' defenses. The
28 Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on,

1 and will not be admissible in connection with, any litigation (except for proceedings to enforce
2 or effectuate the Settlement and this Agreement).

3 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
6 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
7 or indirectly, specifically or generally, to any person, corporation, association, government
8 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
9 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
10 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
11 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
12 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
13 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense
14 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, with any third party
16 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
17 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
18 communications with Class Members in accordance with Class Counsel's ethical obligations
19 owed to Class Members.

20 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
21 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
23 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
24 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

25 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
26 together with its attached exhibits shall constitute the entire agreement between the Parties
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
28 inducements made to or by any Party.

1 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator and/or the Court for resolution.

13 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

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

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

11.14 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.

11.15 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.

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

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
 Fawn F. Bekam
fawn.bekam@wilshirelawfirm.com
 Jacquelyn Silva
jacquelyn.silva@wilshirelawfirm.com
 Desiree Ruiz Alfaro
desiree.ruizalfaro@wilshirelawfirm.com
WILSHIRE LAW FIRM
 3055 Wilshire Blvd., 12th Floor
 Los Angeles, California 90010
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendants:

John K. Rubiner, Esq. (CA SBN 155208)
JRubiner@FMGLaw.com
 550 So. Hope St., Ste. 2200
 Los Angeles, California 90071

Tel.: (213) 615-7000 ♦ Fax: (213) 615-7100

Elizabeth Y. Mu (CA SBN 328743)
Elizabeth.Mu@FMGLaw.com
1960 E. Grand Ave., Suite 1260
El Segundo, CA 90245
Tel.: (310) 937-2006 ♦ Fax: (833) 271-3623

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

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

IT IS SO AGREED.

By the Parties:

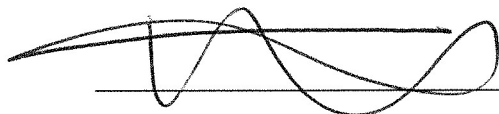
DATED: 8/21/2025

Signed by:

E9D7D9D04BA24BF

Plaintiff Francisco Rodriguez-Rubio, Jr.

DATED: 08/20/25



Defendant Torin, Inc.

By: Jun Ji

Its: President and authorized representative

1
2 DATED:

8/20/25

June

3 Defendant Torin Jacks Inc.

4 By: Jane Li

5 Its: General Manager and authorized representative

6 Approved by counsel:

7 DATED: 8/21/2025

8 WILSHIRE LAW FIRM

9 BY:

10 John G. Vslas

11 Fawn F. Bekam

12 Jacquelyn Silva

13 Desiree Ruiz Alfaro

14 Counsel for Plaintiff Francisco Rodriguez-Rubio

15 DATED: 2/5/2026

16 FREEMAN MATHIS & GARY, LLP

17 BY:

18 John K. Rubiner

19 Elizabeth Y. Mu

20 Counsel for Defendants Torin, Inc. and Torin Jacks Inc

EXHIBIT A

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

Francisco Rodriguez-Rubio, Jr. v. Torin, Inc., et al.

San Bernardino Superior Court Case Nos. CIVSB2426421 and CIVSB2502569

***The Superior Court for the State of California, County of San Bernardino authorized this
Notice. Read it carefully!***

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) entitled *Francisco Rodriguez-Rubio, Jr. v. Torin, Inc., et al.* (Case Nos. CIVSB2426421 and CIVSB2502569) against Torin, Inc. and Torin Jacks Inc. (collectively, “Torin”) for alleged wage and hour violations. The Action was filed by former Torin employee, Francisco Rodriguez-Rubio, Jr. (“Plaintiff”), and seeks payment of (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, (8) failure to produce requested employment records, and (9) unfair business practices for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Torin during the Class Period (August 27, 2020 through September 9, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Torin during the PAGA Period (November 19, 2023 through September 9, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Torin’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked a greater number of workweeks or pay periods during either time period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Torin to make payments under

the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Torin.

If you worked for Torin during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Torin.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Torin, and, if you are a PAGA Group Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Torin that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class

Written Objections Must be Submitted by [date]	Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Torin’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Torin employee. On August 27, 2024, Plaintiff filed a Class Action Complaint in the Superior Court of California County of San Bernardino, Case No. CIVSB2426421, alleging several wage and hour claims on a class-wide basis, including Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Expenditures, Failure to Produce Requested Employment Records, and Unfair Business Practices.

On January 24, 2025, Plaintiff filed a Representative Action Complaint in the Superior Court of California County of San Bernardino Case No. CIVSB2502569, asserting a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) based on the same claims asserted in the class action above.

Plaintiff is represented by attorneys in the Action (“Class Counsel”):

Wilshire Law Firm
Arrash T. Fattahi

Arman A. Salehi
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Torin denies and disputes all claims pending in the Action. Specifically, Torin contends Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided meal periods and/or premiums in compliance with California law; that Torin complied with California wage statement requirements; that Torin indemnified employees for expenditures; that Torin is not liable for any damages or penalties claimed or that could be claimed in the Action, and that this Action cannot be maintained as a class action.

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

So far, the Court has made no determination whether Torin or Plaintiff is correct on the merits. In the meantime, Plaintiff and Torin hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Torin have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Torin does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Torin has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Torin Will Pay \$138,000.00 as the Gross Settlement Amount (Gross Settlement). Torin has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Torin will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 1/3 of the Gross Settlement (currently estimated to be \$46,000.00) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. In addition to the Class Representative Service Payment requested, Plaintiff will also receive an Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$3,950.00 to the Administrator for services administering the Settlement.
- D. Up to \$6,500.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Torin are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Torin will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Torin.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Torin based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Torin have agreed that, in either case, the Settlement will be void: Torin will not pay any money and Class Members will not release any claims against Torin.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide on Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Torin has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Torin or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Class Complaint. The Release Class Claims are those that accrued during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Torin has fully funded the Gross Settlement and separately paid the employer-side payroll taxes, all

Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the Operative PAGA complaint. The Released PAGA Claims are those that accrued during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,275.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Torin's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Torin's calculation of Workweeks and/or Pay Periods based on Torin's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Torin's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Rodriguez-Rubio, Jr. v. Torin, Inc., et al.*, Case No. CIVSB2426421, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Torin are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Rodriguez-Rubio, Jr. v. Torin, Inc., et al.*, Case No. CIVSB2426421, and include your name, current address, telephone number, and approximate dates of employment for Torin and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department _____ of the San Bernardino County Superior Court, located at _____

_____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. For more information on how to appear at the hearing virtually, please visit [\(\[insert link\]\)](#). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Torin and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to the following link [\(\[insert link\]\)](#) and entering the Case Number for the Action, Case No. CIVSB2426421 and CIVSB2502569. You can also make an appointment to personally review court documents in the Clerk's Office by calling [\[insert Court's phone number\]](#).

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

Class Counsel:

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elizabeth.mu@fmglaw.com

Settlement Administrator:
Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

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