

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MARCOS CALDERON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FREEMAN EXPOSITIONS, LLC; and DOES 1
through 10, inclusive,

Defendants

Case No.: 30-2024-01448303-CU-OE-CXC

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT**

Complaint filed: December 23, 2024

1 This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,”
2 “Settlement,” or “Agreement”) is made by and between Plaintiff Marcos Calderon (“Plaintiff”) and
3 Defendant Freeman Expositions, LLC, (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,”
4 and individually “Party”).

5 **1. DEFINITIONS.**

6 1.0. “Action” means *Marcos Calderon v. Freeman Expositions, LLC*, Orange County Superior
7 Court Case No. 30-2024-01448303-CU-OE-CXC.

8 1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
9 neutral entity the Parties have designated to administer the Settlement.

10 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the
11 Administrator for reimbursement of its reasonable fees and expenses incurred to
12 administer the Settlement, not to exceed \$14,950.00.

13 1.3. “Aggrieved Employees” or “PAGA Group” consists of all current and former hourly,
14 non exempt employees of Defendant who are/were represented by the Teamsters and
15 who are/were employed by Defendant in California at any time during the PAGA
16 Period.

17 1.4. “Class” or “Settlement Class” consists of all current and former hourly, non-exempt
18 employees of Defendant who are/were represented by the Teamsters and who are/were
19 employed by Defendant in California at any time during the Class Period.

20 1.5. “Class Counsel” means Moon Law Group, P.C.

21 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class
22 Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not
23 to exceed 30% of the Gross Settlement Amount.

24 1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class
25 Counsel for reimbursement of their reasonable expenses incurred to prosecute the
26 Action, not to exceed \$25,000.00.

27 1.8. “Class Data” or “Class List” means Class Member identifying information in
28 Defendant’s possession, including the Class Member’s name, last-known mailing

1 address, last known telephone number, Social Security number, total number of
2 workweeks worked for Defendant in the State of California during the Class Period,
3 total number of workweeks worked for Defendant in the State of California during the
4 PAGA Period, and any other information required by the Administrator to effectuate this
5 Agreement.

6 1.9. "Class Member" means a member of the Class, as either a Participating Class Member
7 or Non-Participating Class Member, including a Non-Participating Class Member who
8 qualifies as an Aggrieved Employee.

9 1.10. "Class Member Address Search" means the Administrator's investigation and search for
10 current Class Member mailing addresses using all reasonably available sources,
11 methods, and means, including, but not limited to, the National Change of Address
12 database, skip tracing, and direct contact by the Administrator with Class Members.

13 1.11. "Class Notice" means the court-approved Notice of Class and Representative Action
14 Settlement and Final Approval Hearing to be mailed to Class Members in English and
15 Spanish, substantially in the form attached to this Agreement as **Exhibit A, B, C, and D**,
16 incorporated by reference into this Agreement.

17 1.12. "Class Period" means December 23, 2020, through April 10, 2026, unless it is ended
18 earlier by operation of paragraph 7.0 below.

19 1.13. "Class Representative" means the named Plaintiff in the Action, Marcos Calderon.

20 1.14. "Class Representative Service Payment" means the court-approved payment allocated to
21 the Class Representatives for his services in support of the Action and General Release,
22 not to exceed \$7,500.00 to Plaintiff.

23 1.15. "Court" means the Superior Court of the State of California, County of Orange.

24 1.16. "Defendant" means the named Defendant in the Action, Defendant Freeman Expositions,
25 LLC.

26 1.17. "Defense Counsel" means Faegre Drinker Biddle & Reath LLP.

27 1.18. "Dispute Form" means a Class Member's written dispute prepared by the Class Member
28 and submitted to the Administrator attached hereto as **Exhibit D**.

- 1.19. “Effective Date” means the date upon which all of the following have occurred: (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein.
- 1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Hearing on Plaintiff’s 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” means \$420,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).
- 1.27. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class

Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “Operative Complaint” means the Second Amended Complaint filed in the Action.

1.31. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement, which may be submitted either in the form of a written objection prepared by the Class Member or by completing and submitting the Objection Form attached hereto as **Exhibit B**.

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

1.33. “PAGA Period” means December 19, 2023, through the end of the Class Period.

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

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

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$30,000.00.

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

1.38. “Plaintiff” means the named Plaintiff in the Action, Marcos Calderon.

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

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

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

1.42. “Released Parties” means Defendant and each of its current and former parents, owners,

1 subsidiaries, divisions, and affiliated or related persons or entities, and each of their
2 respective officers, directors, employees, partners, shareholders, attorneys, agents,
3 executors, and assigns.

4 1.43. “Request for Exclusion” means a Class Member’s written request to be excluded from
5 the Settlement, which may be submitted either in the form of a written request prepared
6 by the Class Member or by completing and submitting the Exclusion Form attached
7 hereto as **Exhibit C**.

8 1.44. “Response Deadline” means sixty (60) calendar days from the date the Administrator
9 mails the Class Notice to the Class and the last date on which Class Members may: (a)
10 mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the
11 Settlement. Class Members to whom a Class Notice is resent after having been returned
12 undeliverable to the Administrator shall have an additional fourteen (14) calendar days
13 beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

14 1.45. “Workweek” means any calendar week during the Class Period in which a Class
15 Member worked at least one day for Defendant.

16 **2. RECITALS.**

17 2.0. On December 19, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to
18 Defendant, a Notice of Labor Code Violations pursuant to Labor Code section
19 2699.3(a).

20 2.1. On December 23, 2024, Plaintiff filed his class action Complaint, which in its amended
21 form, alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed
22 to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize
23 and permit rest breaks; (5) failed to timely final pay wages at termination; (6) failed to
24 provide accurate itemized wage statements; (7) engaged in unfair business practices; and
25 (8) failed to indemnify necessary business expenses; and (9) civil penalties under PAGA
26 (Cal. Lab. Code § 2699, et seq.).

27 2.2. On January 9, 2026, the Parties attempted to resolve the Action through private
28 mediation with experienced wage-and-hour class and representative action mediator,

1 Debora Saxe, Esq. A settlement in principle was reached.

2 2.3. As part of the settlement, the Parties agreed that Plaintiff has amended his class complaint
3 to to add any and all claims made during the mediation that are not already alleged and to
4 define the Class and the group of Aggrieved Employees as all current and former hourly,
5 non-exempt employees of Defendant who worked for Defendant at any time during the
6 Class/PAGA Period and were represented by the International Brotherhood of Teamsters
7 (the "Teamsters").

8 2.4. Before mediation, Plaintiff obtained through informal discovery, about 20% sample of
9 the time and corresponding payroll records of the Class, the employee handbook and
10 policies in effect during the Class Period and the PAGA Period, and other Class
11 Member data and documents.

12 **3. MONETARY TERMS.**

13 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below,
14 Defendant will pay \$420,000.00 as the Gross Settlement Amount and all employer
15 payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall
16 be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or
17 any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The
18 Administrator will disburse the entire Gross Settlement Amount without asking or
19 requiring Participating Class Members or Aggrieved Employees to submit any claim as
20 a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

21 3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct
22 the following payments from the Gross Settlement Amount, in the amounts specified
23 by the Court in the Final Approval Order:

24 3.1.1. To Plaintiff: A Class Representative Service Payment to the Class

25 Representative of not more than \$7,500.00, in addition to the Individual Class
26 Payment and Individual PAGA Payment the Class Representative is entitled to
27 receive as a Participating Class Member and Aggrieved Employee. Defendant
28 will not oppose Plaintiff's request for a Class Representative Service Payment

1 that does not exceed this amount. Plaintiff and/or Class Counsel will file a
2 Motion supporting the Class Representative Service Payment no later than
3 sixteen (16) court days before the Final Approval Hearing. If the Court
4 approves of a Class Representative Service Payment that is less than the amount
5 requested, the Administrator will retain the remainder in the Net Settlement
6 Amount. The Administrator will pay the Class Representative Service Payment
7 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
8 paying any applicable taxes on this payment and shall hold Defendant harmless
9 from any claim or liability for taxes, penalties, or interest arising as a result of
10 the payment. Defendant makes no representations as to the tax treatment or
11 legal effect of the payment called for herein, and Plaintiff is not relying on any
12 statement or representation by Defendant or its counsel in this regard.

13 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 30% of the
14 Gross Settlement Amount, and a Class Counsel Expenses Payment not to
15 exceed \$25,000.00. Defendant will not oppose Plaintiff's request for Class
16 Counsel Fees and Class Counsel Expenses Payments that do not exceed these
17 amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class
18 Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16)
19 court days before the Final Approval Hearing. If the Court approves of Class
20 Counsel Fees and/or Class Counsel Expenses Payments that are less than the
21 amounts requested, the Administrator will allocate the remainder to the Net
22 Settlement Amount. Released Parties shall have no liability to Class Counsel or
23 any other Plaintiffs' Counsel arising from any claim to any portion of any Class
24 Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will
25 pay the Class Counsel Fees and Class Counsel Expenses Payments using one or
26 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
27 for taxes owed on the Class Counsel Fees and Class Counsel Expenses
28 Payments. Class Counsel holds Defendant harmless, and indemnifies

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

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

3.1.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment 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 Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. 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.

3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement

of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$30,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$19,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$10,500.00) allocated to the Individual PAGA Payments.

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

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within twenty-one (21)

calendar days of the Effective Date.

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

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

4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding

1 address. Thereafter, the Administrator need not take further steps to deliver
2 checks to Class Members whose re-mailed checks are returned as undelivered.
3 However, the Administrator shall promptly send a replacement check to any
4 Class Member whose original check was lost or misplaced and who requests the
5 replacement before the void date.

6 4.1.3. For any Class Member whose Individual Class Payment check or Individual
7 PAGA Payment check is uncashed and cancelled after the void date, or for any
8 Class Member whose envelope is returned and no forwarding address can be
9 located for the Class Member after reasonable efforts have been made, the
10 Administrator shall transmit the funds represented by such checks to the
11 California Controller's Unclaimed Property Fund in the name of the Class
12 Member, thereby leaving no "unpaid residue" subject to the requirements of
13 California Code of Civil Procedure ("CCP") section 384(b).

14 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments
15 shall not obligate Defendant to confer any additional benefits or make any
16 additional payments to Class Members, such as 401(k) contributions or
17 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or
19 amounts to which any Class Members may be entitled under any benefit plans.

20 **5. RELEASES OF CLAIMS.** Upon entry of Judgment and effective on the date Defendant fully
21 funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions
22 of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees
23 will release claims against all Released Parties as follows:

24 5.0. Plaintiff's Release. Plaintiff will release the Released Parties from any and all claims,
25 actions, or causes of action he has or may have against them, or any of them, except for
26 claims or actions to enforce this settlement, claims for vested benefits, unemployment
27 benefits, disability benefits, social security benefits, and/or workers' compensation
28 benefits. Plaintiff will waive any and all provisions of California Civil Code section

1542, which reads as follows:

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

5.1. Release by Participating Class Members: All Participating Class Members fully and finally will release the Released Parties from any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for those arising under PAGA. (collectively, the “Released Class Claims”). Class Members will not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers’ compensation benefits.

5.2. PAGA Released Claims: Plaintiff, the LWDA, and the Aggrieved Employees will be bound by the judgment, and therefore will be precluded from bringing any PAGA claim that was alleged in the Operative Complaint and in the LWDA Notice, or that reasonably could have been alleged in the Operative Complaint and in the LWDA Notice based upon or arising out of the facts alleged therein. The parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law. (collectively, the “Released PAGA Claims”).

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

released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. SETTLEMENT ADMINISTRATION.

- 6.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.
- 6.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

1 6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
2 Class Data from Defendant, the Administrator will send all Class Members identified in
3 the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
4 Notice in English and Spanish, substantially in the form attached to this Agreement as
5 **Exhibit A, B and C.** The first page of the Class Notice shall prominently estimate the
6 dollar amounts of any Individual Class Payment and/or Individual PAGA Payments
7 payable to the Class Member and/or Aggrieved Employee, and the number of
8 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the
9 Class Notices, the Administrator shall update Class Member addresses using the
10 National Change of Address database.

11 6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any
12 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
13 Class Notice using any forwarding address provided by USPS. If USPS does not provide
14 a forwarding address, the Administrator shall conduct a Class Member Address Search
15 and re-mail the Class Notice to the most current address obtained. The Administrator has
16 no obligation to make further attempts to locate or send the Class Notice to Class
17 Members whose Class Notice is returned by USPS a second time.

18 6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of
19 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
20 extended an additional fourteen (14) calendar days beyond the sixty (60)
21 calendar days otherwise provided in the Class Notice for all Class Members
22 whose notice is re-mailed. The Administrator will inform the Class Member of
23 the extended deadline with the re-mailed Class Notice.

24 6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
25 by or otherwise discovers any persons who believe they should have been
26 included in the Class Data and should have received Class Notice, the Parties will
27 expeditiously meet and confer in person or by telephone, and in good faith, to
28 agree on whether to include them as Class Members. If the Parties agree, such

1 person(s) will be Class Members entitled to the same rights as other Class
2 Members, and the Administrator will send, via email or overnight delivery, a
3 Class Notice requiring them to exercise options under this Agreement no later
4 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
5 in the Class Notice, whichever is later.

6 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
7 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
8 No later than five (5) days after the expiration of the deadline for submitting Requests for
9 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
10 containing the names and other identifying information of Class Members who have
11 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
12 (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of
13 whether the requests are valid and timely.

14 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
15 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
16 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
17 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
18 Periods received and/or resolved, and checks mailed for Individual Class Payments and
19 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
20 of all Requests for Exclusion and Objections received.

21 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
22 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
23 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
24 with all of its obligations under this Agreement, including, but not limited to, its mailing
25 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
26 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
27 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
28 number of Objections received (valid or invalid), (vii) the total number of Participating

Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

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

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

6.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12. Class Members' Options.

6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an

1 additional fourteen (14) calendar days for Class Members whose Class Notice
2 is re-mailed) to exclude themselves from the Settlement. A Class Member
3 may exclude himself or herself from the Settlement by mailing a Request for
4 Exclusion to the Administrator. The Request for Exclusion must be valid and
5 timely. To be valid, the Request for Exclusion must (1) include the Class
6 Member's full name, address, telephone number, and signature, and a written
7 statement requesting to be excluded from the Settlement; (2) state the case
8 name and number of the Action; and (3) be mailed to the specified physical
9 address of the Administrator. To be timely, the Request for Exclusion must be
10 postmarked no later than the Response Deadline. The postmark date will be
11 the exclusive means of determining whether a Request for Exclusion has been
12 timely submitted. A Class Member who does not submit a valid and timely
13 Request for Exclusion will be deemed a Participating Class Member and will
14 be bound by all terms of the Settlement if it is granted Final Approval. If a
15 Class Member's Request for Exclusion is timely but invalid, according to the
16 requirements listed herein, that Class Member will be allowed to cure the
17 defect(s). The Administrator will mail the Class Member a cure letter within
18 three (3) business days of receiving the defective submission to advise the
19 Class Member that his or her submission is defective and that the defect must
20 be cured to render the Request for Exclusion valid. The Class Member will
21 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
22 days from the date of the cure letter, whichever date is later, to postmark the
23 revised Request for Exclusion. The Administrator, Class Counsel, and
24 Defense Counsel may attempt to resolve the validity or timeliness of a
25 Request for Exclusion. However, the Court has the final authority to make
26 decisions consistent with the terms of this Agreement on the validity or
27 timeliness of a Request for Exclusion. The Court's decision shall be final and
28 not appealable or otherwise susceptible to challenge.

6.12.1.1. Every Class Member who does not submit a timely and valid

1 Request for Exclusion is deemed to be a Participating Class Member
2 under this Agreement, entitled to all benefits and bound by all terms and
3 conditions of the Settlement, including the Participating Class Members'
4 Release under Paragraph 5.1 of this Agreement, regardless of whether the
5 Participating Class Member actually receives the Class Notice or objects
6 to the Settlement.

7 6.12.1.2. Every Class Member who submits a valid and timely Request for
8 Exclusion is a Non-Participating Class Member and shall not receive an
9 Individual Class Payment or have the right to object to the class action
10 components of the Settlement. Non-Participating Class Members who are
11 Aggrieved Employees are deemed to release the claims identified in
12 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
13 Payment.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 6.12.2. Challenges to Calculation of Workweeks/Pay Periods. Each Class Member and
2 Aggrieved Employee shall have sixty (60) calendar days after the Administrator
3 mails the Class Notice (plus an additional fourteen (14) calendar days for Class
4 Members whose Class Notice is re-mailed) to challenge the number of
5 Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or
6 Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved
7 Employee may challenge the allocation by sending a Challenge to Calculation of
8 Workweeks and/or Pay Periods to the Administrator. The Challenge to
9 Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the
10 Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked
11 no later than the Response Deadline. The postmark date will be the exclusive
12 means of determining whether a Challenge to Calculation of Workweeks and/or
13 Pay Periods has been timely submitted. The Administrator must encourage the
14 challenging Class Member to submit supporting documentation. In the absence of
15 any contrary documentation, the Administrator is entitled to presume that the
16 Workweeks contained in the Class Notice are correct so long as they are
17 consistent with the Class Data. The Administrator shall promptly provide copies
18 of all Challenges to Calculation of Workweeks and/or Pay Periods to Defense
19 Counsel and Class Counsel. The Administrator, Class Counsel, and Defense
20 Counsel may attempt to resolve all Class Member challenges over the calculation
21 of Workweeks and/or Pay Periods. However, the Court has the final authority to
22 make decisions consistent with the terms of this Agreement on all Challenges to
23 Calculation of Workweeks and/or Pay Periods. The Court's decision shall be
24 final and not appealable or otherwise susceptible to challenge.

25 6.12.3. Objections to Settlement. Each Participating Class Members shall have sixty
26 (60) calendar days after the Administrator mails the Class Notice (plus an
27 additional fourteen (14) calendar days for Class Members whose Class Notice
28 is re-mailed) to object, in writing, to the class action components of the

Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Payment. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE

7.0. This settlement is based on Plaintiff's understanding (based on information supplied by Defendant) that members of the Settlement Class worked approximately 25,000 Workweeks between the start of the Class Period and the date of the mediation (January 9, 2026). If it is determined that the number of Workweeks worked during the Class

Period exceeds 27,500 (25,000, plus 10% of 25,000), then Defendant may elect to either (A) end the Class Period on the date on which the number of Workweeks reached 27,500, or (B) increase the GSA in proportion to the increased percentage – for example, if such increase in workweeks is 12% over 25,000 Workweeks, the GSA will increase by 2%. If Defendant elects option (A) above, to end the Class Period on the date 27,500 Workweeks has been reached, Defendant must provide written notice of the modified end date of the Class Period to Plaintiff's counsel prior to the Preliminary Approval filing deadline. The Parties agree that the Preliminary Approval hearing shall be set no earlier than May 10, 2026.

8. DEFENDANT'S RIGHT TO WITHDRAW.

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

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

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 before 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

1 Approval on any material change to the Settlement, including, but not limited to, the
2 scope of release to be granted by Class Members, the Parties will expeditiously work
3 together in good faith to address the Court's concerns by revising the Agreement as
4 necessary to obtain Final Approval. The Court's decision to award less than the amounts
5 requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
6 Representative Service Payment, and/or Administration Expenses Payment shall not
7 constitute a material modification to the Agreement within the meaning of this
8 Paragraph.

9 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement
11 solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing
12 settlement administration matters, and (iii) addressing such post-Judgment matters as are
13 permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule
14 3.769(h).

15 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees and Class
17 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
18 counsel, and all Participating Class Members waive all rights to appeal from the
19 Judgment, including all rights to post-judgment and appellate proceedings, the right to
20 file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
21 The waiver of appeal does not include any waiver of the right to oppose such motions,
22 writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
23 under this Agreement will be suspended until the appeal is finally resolved and the
24 Judgment becomes final, except as to matters that do not affect the amount of the Net
25 Settlement Amount.

26 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
28 material modification of this Agreement (including, but not limited to, the scope of

release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

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

10. **AMENDED JUDGMENT.**

10.0. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.0. Entire Agreement. This Agreement and the attached **Exhibit A, B, C and D** constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable

1 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
2 Agreement and its terms and provisions shall not be offered or received as evidence in
3 any action or proceeding to establish any liability or admission on the part of Defendant
4 or to establish the existence of any condition constituting a violation of, or a non-
5 compliance with, federal, state, local or other applicable law. If Final Approval does not
6 occur, the Parties agree that this Agreement is void, but remains protected by California
7 Evidence Code section 1152.

8 11.2. Class Certification or Representative Manageability for Other Purposes. The Parties
9 agree to stipulate to class certification only for purposes of the Settlement. If, for any
10 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
11 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
12 Judgment, Defendant reserves the right to contest certification of any class for any
13 reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs
14 reserve the right to move for class certification on any grounds available, and Plaintiffs
15 reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and
16 the Parties' willingness to settle the Action will have no bearing on, and will not be
17 admissible in connection with any litigation, except for proceedings to enforce or
18 effectuate the Settlement and this Agreement.

19 11.3. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue
20 any press release or announcement of any kind related in any way to the Settlement.
21 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the
22 Settlement, whether oral, written, or electronic (including the World Wide Web), to say
23 the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied
24 with the Settlement terms. Nothing in this Section is intended to interfere with Class
25 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
26 including but not limited to: (1) as required by law; (2) as required under the terms of the
27 Settlement; and/or (3) as required under counsel's duties and responsibilities as Class
28 Counsel. This Settlement shall not be advertised or mentioned on any source, including

1 Plaintiffs' Counsel's personal or firm website.

2 11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
3 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
4 this Agreement after arm's-length negotiations and in the context of adversarial
5 litigation, taking into account all relevant factors, present and potential. The Parties
6 further acknowledge that they are each represented by competent counsel and that they
7 have had an opportunity to consult with their counsel regarding the fairness and
8 reasonableness of this Settlement.

9 11.5. No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement, or
11 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
12 Counsel's ability to communicate with Class Members in accordance with Class
13 Counsel's ethical obligations owed to Class Members.

14 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
15 together with its attached Exhibit, shall constitute the entire agreement between the
16 Parties relating to the Settlement, superseding any and all oral representations,
17 warranties, covenants, or inducements made to or by any Party.

18 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents reasonably
22 required to effectuate the terms of this Agreement including any amendments to this
23 Agreement.

24 11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
25 the Court will first attempt to construe the provision as valid to the fullest extent possible
26 consistent with applicable precedents to define all provisions of this Agreement as valid
27 and enforceable.

28 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure

to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

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

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

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

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

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

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

11.16. 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.

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

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

11.19. 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.

11.20. 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.

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

1 11.22. Binding Agreement. The Parties warrant that they understand and have full authority to
2 enter into this Settlement, intend that this Agreement will be fully enforceable and
3 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
4 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
5 that otherwise might apply under federal or state law. Plaintiffs, and not their
6 representative(s), must personally execute this Agreement. An authorized officer of
7 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
8 become binding and enforceable pursuant to CCP section 664.6.

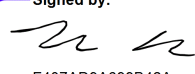
9 11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
10 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
11 further agree that upon the signing of this Agreement that pursuant to CCP section
12 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
13 entire period of this settlement process.

14 *Signatures on the following page.*
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Plaintiff & Class Representative:

3/25/2026

Dated:

Signed by:

F407AD9A699B42A...
By: _____
Plaintiff, Marcos Calderon

Plaintiff's Counsel:

Dated: 3/25/2026

MOON LAW GROUP, P.C.

By: 

Kane Moon
Allen Feghali
S. Phillip Song
Attorney for Plaintiff

Defendant:

Dated: March __, 2026

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: March __, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

By: _____
Cheryl D. Orr
Stephanie Albrecht
Attorney for Defendant

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Marcos Calderon

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
S. Phillip Song

Attorney for Plaintiff

Defendant:

Dated: March 31, 2026

By: _____ Stephanie Hart
Print Name

Signed by:

D32FB71AE83540B...
Signature

Senior Vice President - Deputy General Counsel
Title

Defendant's Counsel:

Dated: March 23, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

By: 
Cheryl D. Orr
Stephanie Albrecht

Attorney for Defendant

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

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

In the class and representative action entitled Marcos Calderon v. Freeman Expositions, LLC, Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC (“Action”), Plaintiff Marcos Calderon (“Plaintiff”) and alleges Defendant Freeman Expositions, LLC (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and PAGA Group (or Aggrieved Employees defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

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

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

“Class” or “Settlement Class” consists of all current and former hourly, non-exempt employees of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time from December 23, 2020, through **April 10, 2026**. (“Class Period”).

“Aggrieved Employees” or “PAGA Group” consists of all current and former hourly, non exempt employees of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time from December 19, 2023, through **April 10, 2026**. (“PAGA Period”).

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

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects

Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

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

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

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

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

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$420,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$14,950.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to each Class Representative for their services in support of the Action and General Release;
- PAGA Penalties in the amount of \$30,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$25,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed 30% of the Gross Settlement Amount to Class Counsel for

reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

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

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

Individual PAGA Payment: A total of \$30,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$19,500.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (i.e., \$10,500.00) (“Individual PAGA Payment”) will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

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

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

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Marcos Calderon v. Freeman Expositions, LLC*, Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. You may also use the Dispute form attached to this Notice. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to

all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

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

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

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

"Released Parties" means means Defendant and each of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

Release by Participating Class Members: All Participating Class Members fully and finally will release the Released Parties from any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for those arising under PAGA. (collectively, the "Released Class Claims"). Class Members will not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers' compensation benefits.

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

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

PAGA Released Claims: Plaintiff, the LWDA, and the Aggrieved Employees will be bound by the judgment, and therefore will be precluded from bringing any PAGA claim that was alleged in the Operative Complaint or in the LWDA Notice, or that reasonably could have been alleged in the Operative Complaint and/or in the LWDA Notice based upon or arising out of the facts alleged therein. The parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law. (collectively, the "Released PAGA Claims").

The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment

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

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

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

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

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Marcos Calderon v. Freeman Expositions, LLC*, Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

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

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

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Marcos Calderon v. Freeman Expositions, LLC*, Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC); and (3) be mailed to the specified physical address of the Administrator. An Objection form is attached to this Notice that may use instead of drafting your own. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither,

then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

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

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

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiffs and the Class:</u>	<u>Attorneys for Defendant:</u>
KANE MOON (SBN 249834) kmoon@moonlawgroup.com ALLEN FEGHALI (SBN 301080) afeghali@moonlawgroup.com S. PHILLIP SONG (SBN 326572) psong@moonlawgroup.com STANLEY J. PARK (SBN 334747) spark@moonlawgroup.com MOON LAW GROUP, PC 725 South Figueroa Street, Suite 3100 Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	CHERYL D. ORR (SBN 143196) cheryl.orr@faegredrinker.com STEPHANIE ALBRECHT (SBN 281474) stephanie.albrecht@faegredrinker.com FAEGRE DRINKER BIDDLE & REATH LLP Four Embarcadero Center, 27th Floor San Francisco, California 94111 Telephone: +1 415 591 7500 Facsimile: +1 415 591 7510

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

10. SHOULD I GET MY OWN LAWYER?

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

11. FURTHER INFORMATION

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

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



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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

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

A copy of the translation is attached to this certification.

Translation reference to **Calderon - Exhibit A to Joint Stipulation of Class and Representative Settlement (Class Notice) (1) – Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC**

Order Date: April 01, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



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

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Calderon - Exhibit A to Joint Stipulation of Class and Representative Settlement**, in the case of Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on MAR 31, 2026.

Christina Harmon

Christina Guerrero Harmon

04/01/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

NOTIFICACIÓN DE DEMANDA COLECTIVA Y REPRESENTATIVA, POR FAVOR LEA ESTA

NOTIFICACIÓN

*Sus derechos legales se verán afectados independientemente de si decide actuar o no.
Lea atentamente esta notificación.*

En la Demanda Colectiva y representativa titulada Marcos Calderón contra Freeman Expositions, LLC, Causa Número 30-2024-01448303-CU-OE-CXC del Tribunal Superior del Condado de Orange (“la Demanda”), el Demandante Marcos Calderón (“Demandante”) alega que el Demandado Freeman Expositions, LLC (“Demandada”) infringió varias disposiciones del Código Laboral de California y del Código de Negocios y Profesiones de California, y que adeuda sanciones civiles a la Agencia de Desarrollo Laboral y de la Fuerza Laboral (“LWDA” por sus siglas en inglés) y a la Demanda Colectiva PAGA (o a los Empleados Perjudicados, tal y como se definen a continuación) en virtud de la Ley General de Abogados Privados, artículos 2698 y siguientes del Código Laboral de California (“PAGA” por sus siglas en inglés). El Demandado niega toda responsabilidad o irregularidad y sostiene, entre otras cosas, haber en todo momento cumplido con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las órdenes salariales de la Comisión de Bienestar Industrial y toda la legislación aplicable.

No obstante, con el fin de evitar nuevos litigios y los costes e incertidumbres asociados a los mismos, los Demandantes y el Demandado han llegado a un Acuerdo conjunto de conciliación en materia de Demanda Colectiva y representativa (“el Acuerdo”), que ha sido aprobado de forma preliminar por el Tribunal. Al aceptar el Acuerdo, el Demandado no admite en modo alguno ninguna infracción de la ley y niega expresamente cualquier responsabilidad frente a los Demandantes o terceros.

Usted está sujeto a los términos del Acuerdo porque ha sido identificado en los registros del Demandado como Miembro de la Demanda Colectiva y/o Empleado Perjudicado.

La “Demanda Colectiva” o “Acuerdo Demanda Colectiva” está formada por todos los empleados actuales y antiguos del Demandado, remunerados por horas y no exentos, que están o han estado representados por el sindicato y que están o han sido empleados por el Demandado en California en algún momento entre el 23 de diciembre de 2020 y el **10 de abril de 2026** (“período de la Demanda Colectiva”).

La “Demanda Colectiva de Empleados Perjudicados” o “Demanda Colectiva PAGA” está compuesta por todos los empleados actuales y antiguos del Demandado, remunerados por horas y no exentos, que están o estuvieron representados por el sindicato y que están o estuvieron empleados por el Demandado en California en cualquier momento entre el 19 de diciembre de 2023 y el **10 de abril de 2026** (“Período PAGA”).

SUS DERECHOS LEGALES Y OPCIONES CON RESPECTO AL ACUERDO	
Participar en el Acuerdo	Si desea participar en el Acuerdo, permanecer en la Demanda Colectiva y recibir su Pago Individual de la Demanda Colectiva y su Pago PAGA Individual, <u>no es necesario que haga nada.</u>
Excluirse del Acuerdo	Si no desea participar en el Acuerdo Colectivo o permanecer en el Colectivo, <u>deberá seguir las instrucciones de la sección 6.</u> Si se excluye del Acuerdo Colectivo, no recibirá su Pago Individual de la Demanda Colectiva y no eximirá de responsabilidad a las Partes Exoneradas (definidas en la sección 4, más adelante) en relación con las Reclamaciones Exoneradas. No obstante, si el Acuerdo Colectivo es aprobado por el Tribunal y usted es un Empleado Perjudicado, recibirá su pago PAGA Individual y renunciará a las Reclamaciones Exoneradas de la Ley PAGA, incluso si se excluye del Acuerdo.



Oponerse al Acuerdo	Si desea oponerse a las condiciones del Acuerdo, pero seguir formando parte de la Demanda Colectiva, <u>deberá seguir las instrucciones que figuran en la sección 7.</u> Si se opone al Acuerdo, seguirá estando sujeto a sus términos en caso de que el Tribunal lo apruebe.
---------------------	--

1. ¿POR QUÉ HE RECIBIDO ESTA NOTIFICACIÓN?

Ha recibido esta Notificación porque, según los registros del Demandado, usted es miembro de la Demanda Colectiva y/o Empleado Perjudicado (tal y como se define anteriormente). Dado que el Acuerdo, que ha sido aprobado de forma preliminar por el Tribunal, afecta los derechos legales de los Miembros de la Demanda Colectiva y de los Empleados Perjudicados, el Tribunal ordenó que se le enviara esta Notificación. Esta Notificación le proporciona información sobre (1) la Demanda, (2) las condiciones económicas del Acuerdo, (3) su pago individual estimado de la Demanda Colectiva, siempre que no solicite ser excluido del Acuerdo, (4) su pago PAGA Individual, (5) las condiciones del Acuerdo, incluidas las Reclamaciones Exoneradas, (6) cómo participar en el Acuerdo, excluirse del mismo u oponerse a él, y (7) dónde encontrar información adicional sobre la Demanda y el Acuerdo.

2. ¿DE QUÉ TRATA ESTE CASO?

El Demandante alega que el Demandado: (1) no les pagó a los Miembros de la Demanda Colectiva el salario mínimo por todas las horas trabajadas; (2) no les pagó a los Miembros de la Demanda Colectiva la compensación por horas extras; (3) no les proporcionó a los Miembros de la Demanda Colectiva los períodos de comida reglamentarios ni la compensación correspondiente en su lugar; (4) no les proporcionó a los Miembros de la Demanda Colectiva los descansos reglamentarios ni la compensación correspondiente en su lugar; (5) no les reembolsó a los Miembros de la Demanda Colectiva los gastos de trabajo necesarios en que incurrieron en el desempeño directo de sus funciones para el Demandado; (6) no les pagó puntualmente a los miembros de la Demanda Colectiva toda la indemnización adeudada tras el despido o la dimisión; (7) no les proporcionó a los miembros de la Demanda Colectiva nóminas detalladas y precisas; (8) incurrió en prácticas comerciales ilegales en incumplimiento de los artículos 17200 y siguientes del Código de Negocios y Profesiones de California; y/o (9) está sujeto a sanciones civiles en virtud de la Ley PAGA.

El Demandado niega estas acusaciones y sostiene que cumplió plenamente con todas las leyes aplicables, que les proporcionó, permitió y autorizó a los Miembros de la Demanda Colectiva disfrutar de todos los períodos de comida y descansos, que reembolsó a los Miembros de la Demanda Colectiva todos los gastos de trabajo necesarios, que les facilitó a los Miembros de la Demanda Colectiva nóminas precisas, que abonó a los Miembros de la Demanda Colectiva todos los salarios al producirse el despido o la dimisión, que no realizó ningún acto comercial ilícito con arreglo a las secciones 17200 y siguientes del Código de Negocios y Profesiones de California, y que no está sujeto a ninguna sanción civil en virtud de la Ley PAGA. El Demandado niega toda responsabilidad o irregularidad y sostiene, entre otras cosas, que cumplió en todo momento con el Código Laboral de California, el Código de Negocios y Profesiones de California, todas las órdenes salariales de la Comisión de Bienestar Industrial y toda la legislación aplicable.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones alegadas por el Demandante. Al aprobar de forma preliminar el Acuerdo y emitir esta Notificación, el Tribunal no está sugiriendo qué parte ganaría o perdería la Demanda en cuanto al fondo. Más bien, el Tribunal solo ha determinado que existen pruebas suficientes para concluir, con carácter preliminar, que el Acuerdo propuesto es justo, adecuado y razonable. La resolución definitiva de esta cuestión se producirá en la Audiencia de Aprobación Definitiva. El Demandado se reserva el derecho, si por cualquier motivo fracasara el Acuerdo, a impugnar cualquier alegación fáctica o jurídica, incluyendo la impugnación de si la Demanda debe proseguir como una Demanda Colectiva y/o representativa.



3. LAS CONDICIONES ECONÓMICAS DEL ACUERDO Y EL CÁLCULO DE SU PAGO INDIVIDUAL DE LA DEMANDA COLECTIVA Y DE SU PAGO PAGA INDIVIDUAL

Sin reconocer ninguna responsabilidad y con el fin de evitar las perturbaciones comerciales que causaría el litigio de estas reclamaciones, el Demandado ha acordado pagar un Importe Bruto del Acuerdo de \$420,000.00 para resolver la Demanda. De dicho Importe Bruto de Acuerdo se pagarán las siguientes cantidades:

- Un pago por gastos del Administrador que no excederá los \$14,950.00 para el reembolso de los honorarios y gastos razonables del Administrador;
- Un pago por servicios de los representantes de la Demanda Colectiva que no excederá los \$7,500.00 a cada representante de la Demanda Colectiva por sus servicios en apoyo de la Demanda y la exención general;
- Sanciones en virtud de la Ley PAGA por un importe de \$30,000.00, asignadas a la LWDA y a los Empleados Perjudicados para el pago de las sanciones civiles previstas en la Ley PAGA;
- Un pago por gastos de los Abogados de la Demanda Colectiva que no excederá los \$25,000.00 a los Abogados de la Demanda Colectiva en concepto de reembolso de los gastos razonables en que hayan incurrido para llevar a cabo la Demanda; y
- Un pago de honorarios a los Abogados de la Demanda Colectiva que no exceda el 30 % del Importe Bruto del Acuerdo, destinado al reembolso de los honorarios razonables en que hayan incurrido para llevar a cabo la Demanda.

Importe Neto del Acuerdo: El importe restante del Importe Bruto del Acuerdo tras las deducciones anteriores se denomina “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo se distribuirá entre todos los Miembros Participantes de la Demanda Colectiva y se calculará de la siguiente manera:

1. El Administrador determinará el número de semanas que cada Miembro Participante de la Demanda Colectiva fue empleado por un Demandado durante al menos un día (“Semanas Laborales”);
2. El Administrador determinará el valor de una sola semana laboral dividiendo el Importe Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Demanda Colectiva; y
3. Cada Miembro Participante de la Demanda Colectiva recibirá un Pago Individual de la Demanda Colectiva equivalente al número de Semanas Laborales que haya trabajado multiplicado por el valor de una sola semana laboral.

Se le han acreditado [REDACTED] Semanas Laborales. En función de estas Semanas Laborales, se estima que su Pago Individual de la Demanda Colectiva, antes de cualquier retención aplicable, asciende a \$[REDACTED]. Dependiendo de las resoluciones del Tribunal que puedan afectar al Importe Bruto del Acuerdo, así como del número de Miembros de la Demanda Colectiva que puedan excluirse del Acuerdo, el importe real que recibirá si el Tribunal concede la aprobación definitiva del Acuerdo puede variar con respecto a este importe estimado.

Pago PAGA Individual: Se ha destinado un total de \$30,000.00 del Importe Bruto del Acuerdo a sanciones en concepto de la Ley PAGA. De esta cantidad, el 65% (es decir, \$19,500.00) se pagará a la LWDA de California (“Pago PAGA a la LWDA”), y el 35% (es decir, \$10,500.00) (“Pago PAGA Individual”) se pagará a prorrata a los Empleados Perjudicados y se calculará de la siguiente manera:

1. El Administrador determinará el número de períodos de pago durante los cuales cada Empleado Perjudicado fue empleado por el Demandado al menos un día durante el período PAGA (“períodos de pago PAGA”);
2. El Administrador determinará el valor de un único período de pago PAGA dividiendo el Pago PAGA Individual entre el número total de períodos de pago PAGA trabajados por todos los Empleados

Perjudicados; y

3. Cada Empleado Perjudicado recibirá un pago PAGA Individual equivalente a sus períodos de pago PAGA multiplicados por el valor de un único período de pago PAGA.

Se le han asignado [redacted] períodos de pago PAGA. En función de estos períodos de pago PAGA, se calcula que su pago PAGA Individual asciende a \$[redacted]. Dependiendo de las resoluciones del Tribunal que puedan afectar al importe bruto del Acuerdo, la cantidad real que recibirá si el Tribunal concede la aprobación definitiva del Acuerdo puede diferir de esta cantidad estimada.

Si discrepa del número total de Semanas Laborales y/o períodos de pago PAGA que se le han atribuido, puede impugnar dicha asignación enviando una impugnación del cálculo de las Semanas Laborales y/o los períodos de pago al Administrador (“impugnación”). Su impugnación debe (1) incluir su nombre, dirección y número de teléfono, así como el nombre y el número de la acción judicial (por ejemplo, *Marcos Calderón contra Freeman Expositions, LLC*, Tribunal Superior del Condado de Orange, Causa Número 30-2024-01448303-CU-OE-CXC); (2) indicar claramente el número de Semanas Laborales y/o períodos de pago PAGA que usted considera correcto; y (3) adjuntar cualquier prueba documental de que disponga para demostrar el número de Semanas Laborales y/o períodos de pago PAGA objeto de la impugnación. También puede utilizar el formulario de impugnación adjunto a esta Notificación. Su impugnación debe tener un matasellos con fecha igual o anterior al [Response Deadline] y enviarse al Administrador a la siguiente dirección:

[Administrator]
[contact info]

A efectos fiscales, el veinte por ciento (20%) de cada Pago Individual de la Demanda Colectiva se destinará a salarios y estará sujeto a todas las retenciones fiscales estatales y federales aplicables a los empleados; y el ochenta por ciento (80%) de cada Pago Individual de la Demanda Colectiva se considerará en concepto de sanciones, indemnización por daños y perjuicios, intereses y cualquier otro pago no relacionado con el salario. El importe asignado como salario se declarará en el formulario W-2 del IRS, y el importe restante, asignado como sanciones, indemnización por daños y perjuicios, intereses y otros pagos no salariales, se declarará en el formulario 1099 del IRS. El cien por ciento (100%) de cada pago PAGA Individual se asignará como sanciones y se declarará en un formulario 1099 del IRS. Además del Importe Bruto del Acuerdo, el Demandado pagará todos los impuestos sobre la nómina del empleador en relación con la parte del Acuerdo asignada a los salarios. Los miembros de la Demanda colectiva son responsables de pagar los impuestos sobre las demás cantidades recibidas. Esta Notificación no representa un asesoramiento fiscal, por lo que debe consultar a su asesor fiscal.

Los cheques tendrán una validez de ciento ochenta (180) días. Transcurrido ese plazo, los cheques quedarán anulados y se emitirá una orden de suspensión de pago sobre los cheques no cobrados. Los cheques del Acuerdo que no se cobren en el plazo de ciento ochenta (180) días a partir de su envío por correo, o que sean devueltos al Administrador por no poder entregarse, serán cancelados, y el Administrador remitirá los fondos correspondientes a los cheques no cobrados al Fondo de Bienes No Reclamados del Contralor de California a nombre del Miembro de la Demanda Colectiva. Los Miembros de la Demanda Colectiva que no cobren sus cheques a tiempo deberán ponerse en contacto con el Administrador para determinar cómo pueden obtener su pago. **Los Miembros de la Demanda Colectiva quedarán vinculados por el Acuerdo incluso si no cobran sus cheques de liquidación.**

4. ¿A QUÉ RENUNCIO COMO MIEMBRO DEL GRUPO EN VIRTUD DEL ACUERDO COLECTIVO?

A partir de la fecha en que el Demandado abone íntegramente el Importe Bruto del Acuerdo y todos los impuestos sobre nóminas adeudados por el empleador sobre las partes salariales de los Pagos Individuales de la Demanda Colectiva, todos los Miembros de la Demanda Colectiva que no se excluyan del Acuerdo (es decir, los Miembros Participantes de la Demanda Colectiva), incluidos los Demandantes, eximirán y liberarán plena y definitivamente a las Partes Exoneradas de las Reclamaciones Exoneradas de la Demanda Colectiva.

Por “Partes Exoneradas” se entiende el Demandado y cada una de sus sociedades matrices, propietarios, filiales,

divisiones y personas o entidades afiliadas o vinculadas, tanto actuales como anteriores, así como cada uno de sus respectivos directivos, consejeros, empleados, socios, accionistas, abogados, agentes, albaceas y cesionarios.

Renuncia de los Miembros Participantes de la Demanda Colectiva: Todos los Miembros Participantes de la Demanda Colectiva eximirán plena y definitivamente a las Partes Exoneradas de cualquier reclamación, acción o causa de acción que se alegue en la Demanda principal, o que pudiera haberse alegado en la misma, basada en los hechos allí alegados o derivada de ellos, y que haya tenido lugar durante el Período de la Demanda Colectiva, salvo aquellas derivadas de la Ley PAGA (en conjunto, las “Reclamaciones Exoneradas”). Los miembros de la Demanda Colectiva no eximirán de responsabilidad ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, prestaciones por desempleo, prestaciones por discapacidad, prestaciones de la seguridad social y/o prestaciones por accidente laboral.

5. ¿A QUÉ RENUNCIO COMO EMPLEADO PERJUDICADO EN VIRTUD DEL ACUERDO?

En la fecha en que el Demandado abone íntegramente el Importe Bruto total del Acuerdo y todos los impuestos sobre nóminas a cargo del empleador adeudados sobre las partes salariales de los Pagos Individuales de la Demanda Colectiva, todos los Empleados Perjudicados, incluido el Demandante, eximirán y liberarán de forma plena y definitiva a las Partes Exoneradas de las Reclamaciones PAGA objeto de la exención. Las Partes Exoneradas se definen en la sección 4 de la presente Notificación, arriba.

Reclamaciones Exoneradas: El Demandante, la LWDA y los Empleados Perjudicados quedarán vinculados por la sentencia y, por lo tanto, no podrán interponer ninguna reclamación PAGA que se haya alegado en la Demanda principal o en la notificación de la LWDA, o que razonablemente pudiera haberse alegado en la Demanda principal y/o en la notificación de la LWDA sobre la base de los hechos alegados en las mismas o derivados de ellos. Las partes tienen la intención y acuerdan que la Orden de Aprobación Definitiva y la Sentencia dictadas como resultado de este Acuerdo tendrán fuerza de cosa juzgada y efecto preclusivo en la medida máxima permitida por la ley. (en conjunto, las “Reclamaciones PAGA Exoneradas”).

Las Reclamaciones Exoneradas en virtud de la Ley PAGA se limitan a aquellas que hayan surgido durante el período de la Ley PAGA y no exoneran a ningún Empleado Perjudicado de sus reclamaciones por salarios o sanciones legales. Habida cuenta del carácter vinculante de una sentencia dictada en virtud de la Ley PAGA en relación con los empleados que no son parte en el litigio, con arreglo a las sentencias *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 y *Cárdenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, se considerará que las personas que, por lo demás, cumplan la definición de “Empleado Perjudicado” y que tengan derecho a recibir un Pago PAGA Individual han renunciado a las Reclamaciones Exoneradas, independientemente de si han cobrado o no su cheque correspondiente al Pago PAGA Individual, y con independencia de si son Miembros No Participantes de la Demanda Colectiva.

LOS EMPLEADOS PERJUDICADOS NO PUEDEN RENUNCIAR AL ACUERDO COLECTIVO DE LA LEY PAGA NI PODRÁN RENUNCIAR A LAS RECLAMACIONES EXONERADAS DE LA LEY PAGA, Y RECIBIRÁN UN PAGO PAGA INDIVIDUAL INCLUSO SI RENUNCIAN AL ACUERDO COLECTIVO.

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

Tiene derecho a solicitar su exclusión del Acuerdo Colectivo como Miembro de la Demanda Colectiva, en lo que respecta a la resolución de las Reclamaciones Exoneradas, pero no puede excluirse a sí mismo en su calidad de Empleado Perjudicado. Si desea excluirse de la exención de las Reclamaciones Exoneradas, debe enviar por correo una solicitud de exclusión al Administrador a la dirección indicada en la sección 3 de la presente Notificación, arriba. La solicitud de exclusión debe ser válida y presentarse dentro del plazo establecido.

Para que sea válida, la solicitud de exclusión debe (1) incluir su nombre completo, dirección, número de teléfono y firma, así como una declaración por escrito en la que solicite ser excluido del Acuerdo; (2) indicar el nombre y el número de la Demanda (es decir, *Marcos Calderón contra Freeman Expositions, LLC*, Tribunal Superior del Condado de Orange, Causa Número 30-2024-01448303-CU-OE-CXC); y (3) enviarse por correo a la dirección física especificada del Administrador. Para que se considere presentada a tiempo, la Solicitud de Exclusión debe tener un matasellos con fecha no posterior al [Response Deadline]. La fecha del matasellos será el único criterio para determinar si una Solicitud de Exclusión se ha presentado a tiempo. Se adjunta a esta Notificación un formulario de Solicitud de Exclusión. Puede cumplimentar y enviar este formulario para excluirse del Acuerdo. Es su responsabilidad asegurarse de que el Administrador reciba a tiempo su Solicitud de Exclusión. **A menos que solicite a tiempo su exclusión del Acuerdo, quedará vinculado por la Sentencia Definitiva tras la Aprobación Definitiva.**

Los Miembros de la Demanda Colectiva que soliciten ser excluidos del Acuerdo NO recibirán su Pago Individual de la Demanda Colectiva y no renunciarán a ninguna de las Reclamaciones Exoneradas de la Demanda Colectiva. Sin embargo, los Miembros de la Demanda Colectiva que sean Empleados Perjudicados recibirán su Pago PAGA Individual y renunciarán a las Reclamaciones Exoneradas PAGA, independientemente de si presentan una solicitud de exclusión.

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

Como miembro participante de la Demanda Colectiva, tiene derecho a oponerse al Acuerdo o a cualquiera de sus términos. Si desea oponerse, puede (1) comparecer en la Audiencia de Aprobación Definitiva y manifestar verbalmente su oposición al Acuerdo o a cualquiera de sus condiciones; y/o (2) enviar una objeción por escrito al Administrador a la dirección indicada en la sección 3 de la presente Notificación, arriba. La objeción por escrito debe ser válida y presentarse dentro del plazo establecido. Para que sea válida, la objeción por escrito debe (1) incluir su nombre completo, dirección, número de teléfono y firma, la información de contacto de cualquier abogado que represente al Miembro de la Demanda Colectiva que presenta la objeción, si lo hubiera, y los fundamentos fácticos y jurídicos de la objeción, incluidos todos y cada uno de los documentos de apoyo, escritos, pruebas escritas, declaraciones y/u otras pruebas; (2) indicar el nombre y el número de la Demanda Judicial (es decir, *Marcos Calderón contra Freeman Expositions, LLC*, Tribunal Superior del Condado de Orange, Causa Número 30-2024-01448303-CU-OE-CXC); y (3) enviarse por correo a la dirección física especificada del Administrador. Se adjunta a esta Notificación un formulario de objeción que puede utilizar en lugar de redactar uno propio. Para que se considere presentada a tiempo, la objeción por escrito deberá tener un matasellos con fecha no posterior al [Response Deadline]. La fecha del matasellos será el único criterio para determinar si una objeción por escrito se ha presentado a tiempo.

La presentación de una objeción **no** le excluirá del Acuerdo. Si el Tribunal concede la aprobación definitiva del Acuerdo, seguirá recibiendo un Pago Individual de la Demanda Colectiva y se le impedirá interponer las Reclamaciones Exoneradas. **No presente tanto una objeción como una solicitud de exclusión. Puede presentar una de ellas o ninguna.** Si no presenta ninguna, quedará automáticamente incluido en el Acuerdo y no necesitará realizar ninguna otra gestión para recibir un pago.

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

La Audiencia de Aprobación Definitiva está prevista que se realice el [] a las [] a.m., en el Tribunal Superior del Estado de California, Condado de Orange, Departamento X, situado en []. Esta fecha y hora podrán estar sujetas a cambios sin previo aviso. Puede verificar la fecha de la audiencia en el siguiente sitio web: [ADMINISTRATOR WEBSITE]. Los Miembros Participantes de la Demanda Colectiva podrán comparecer ante el Tribunal (o contratar a un abogado para que comparezca ante el Tribunal, corriendo con los gastos correspondientes) para formular observaciones y/o presentar

objecciones verbales en la Audiencia de Aprobación Definitiva.

9. ¿QUIÉNES SON LOS ABOGADOS?

<u>Abogados de los Demandantes y de la Demanda Colectiva:</u>	<u>Abogados del Demandado:</u>
KANE MOON (SBN 249834) kmoon@moonlawgroup.com ALLEN FEGHALI (SBN 301080) afeghali@moonlawgroup.com S. PHILLIP SONG (SBN 326572) psong@moonlawgroup.com STANLEY J. PARK (SBN 334747) spark@moonlawgroup.com MOON LAW GROUP, PC 725 South Figueroa Street, Suite 3100 Los Angeles, California 90017 Teléfono: (213) 232-3128 Fax: (213) 232-3125	CHERYL D. ORR (SBN 143196) cheryl.orr@faegredrinker.com STEPHANIE ALBRECHT (SBN 281474) stephanie.albrecht@faegredrinker.com FAEGRE DRINKER BIDDLE & REATH LLP Four Embarcadero Center, 27th Floor San Francisco, California 94111 Teléfono: +1 415 591 7500 Fax: +1 415 591 7510

El Tribunal ha autorizado, a efectos del Acuerdo, que los abogados del Demandante y de la Demanda Colectiva representen a los Miembros Participantes de la Demanda Colectiva. A excepción del pago de los honorarios de los abogados de la Demanda Colectiva y del pago de los gastos de los Abogados de la Demanda Colectiva, aprobados por el Tribunal y que se abonarán con cargo al Importe Bruto del Acuerdo, no se le cobrará por sus servicios.

10. ¿DEBO CONTRATAR A MI PROPIO ABOGADO?

No es necesario que contrate a su propio abogado. Si desea que su propio abogado hable en su nombre o comparezca ante el Tribunal, tiene derecho a contratar a uno, pero deberá pagar sus honorarios usted mismo.

11. MAYORES INFORMES

Lo anterior es solo un resumen del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo y consultar otros documentos importantes del caso, le rogamos que consulte el Acuerdo disponible en www.ata.com, o póngase en contacto con los Abogados de la Demanda Colectiva en la dirección o el número de teléfono indicados en la sección 9, arriba.

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



Exhibit B

Marcos Calderon v. Freeman Expositions, LLC
Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

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

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

I object to the settlement in Marcos Calderon v. Freeman Expositions, LLC Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC) because:

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Marcos Calderon v. Freeman Expositions, LLC

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]

Page 1 of 1

Objection Form

Questions? Please call the Settlement Administrator at [REDACTED]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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

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

A copy of the translation is attached to this certification.

Translation reference to **Calderon - Exhibit B to Joint Stipulation of Class and Representative Settlement (Objection Form) – Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC**

Order Date: April 01, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



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

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Calderon - Exhibit B to Joint Stipulation of Class and Representative Settlement (Objection Form)** in the case of Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on APR 01, 2026.

Christina Harmon

Christina Guerrero Harmon

04/01/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de nombre o dirección (si los hubiera):

FORMULARIO DE OBJECCIÓN

Recibe este formulario porque podría tener derecho a recibir una indemnización en virtud de un Acuerdo de Demanda colectiva. Utilice y devuelva este formulario únicamente si desea oponerse al Acuerdo Colectivo. También puede oponerse al Acuerdo presentando una objeción oral en la Audiencia de Aprobación Definitiva. Si desea oponerse al Acuerdo, no presente una Solicitud de exclusión. Si el Tribunal desestima su objeción y aprueba el Acuerdo, recibirá su Pago Individual de la Clase y quedará sujeto a los términos del Acuerdo, incluida la renuncia a Reclamaciones Exoneradas tal y como se establece en el Acuerdo.

Para que sea válido, debe firmar usted mismo el formulario de objeción y enviarlo al administrador del acuerdo a la dirección postal o al correo electrónico que se indican a continuación. Para que se considere presentado a tiempo, el formulario de objeción debe tener un matasellos o una fecha de envío anterior o igual al de 2026.

Me opongo al acuerdo en el caso *Marcos Calderón contra Freeman Expositions, LLC (Tribunal Superior del Condado de Orange, Causa Número: 30-2024-01448303-CU-OE-CXC)* porque:

Fecha: _____

Nombre y apellidos: _____

Firma: _____

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

Marcos Calderón contra Freeman Expositions, LLC

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

Exhibit C

Marcos Calderon v. Freeman Expositions, LLC
Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

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

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

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

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

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit Marcos Calderon v. Freeman Expositions, LLC , and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that will still receive my Individual PAGA Payment.

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

What is the Settlement Administrator's contact information?

Marcos Calderon v. Freeman Expositions, LLC
c/o [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] | [REDACTED]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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

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

A copy of the translation is attached to this certification.

Translation reference to **Calderon - Exhibit C to Joint Stipulation of Class and Representative Settlement (Exclusion Form) Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC**

Order Date: April 01, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



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

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of *Calderon - Exhibit C to Joint Stipulation of Class and Representative Settlement (Exclusion Form)* in the case of Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on APR 01, 2026.

Christina Harmon

Christina Guerrero Harmon

04/01/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de nombre o dirección (si los hubiera):

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Recibe este formulario porque podría tener derecho a recibir una indemnización en virtud de un Acuerdo de Demanda Colectiva.

Utilice y envíe este formulario únicamente si desea excluirse de la Clase del Acuerdo Colectivo y no desea oponerse al mismo. Si se excluye de la Clase al cumplimentar y enviar este formulario, no recibirá su Pago Individual de la Clase, no estará sujeto a los términos del Acuerdo Colectivo y conservará los derechos que pueda tener en la actualidad. No obstante, aunque se excluya de la Clase del Acuerdo Colectivo, seguirá recibiendo su Pago PAGA Individual si el Tribunal aprueba el Acuerdo.

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

Para que sea válido, su formulario de solicitud de exclusión debe estar firmado por usted y enviarse al administrador del acuerdo a la dirección postal o de correo electrónico que se indica a continuación. Para que se considere presentado a tiempo, su formulario de solicitud de exclusión debe tener un matasellos o una fecha de envío anterior o igual al [REDACTED] de 2026.

Por la presente confirmo que he recibido la notificación del Acuerdo propuesto en la demanda Marcos Calderón contra Freeman Expositions, LLC, y deseo ser excluido de la Demanda Colectiva. Entiendo que no recibiré un Pago Individual de la Clase y que no estaré obligado por las Reclamaciones Exoneradas. No obstante, entiendo que seguiré recibiendo mi Pago PAGA Individual.

Nombre completo: _____

Fecha: _____

Firma: _____

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

Marcos Calderón contra Freeman Expositions, LLC

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]

Exhibit D

Marcos Calderon v. Freeman Expositions, LLC
Orange County Superior Court Case No. 30-2024-01448303-CU-OE-CXC



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

WORKWEEK / PAY PERIOD DISPUTE FORM

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

If you submit this form, the Settlement Administrator will review your dispute and determine the correct number of Workweeks and/or Pay Periods based on the information provided and Defendant's records. The Settlement Administrator will submit its determination to the Court for review, and the Court's determination will be final. **Please provide any supporting documentation with this Form regarding your dispute.**

If you agree with the number of Workweeks and/or Pay Periods credited to you in the Notice, you do not need to submit this form.

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

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit Marcos Calderon v. Freeman Expositions, LLC, and I wish to dispute the number of Workweeks and/or Pay Periods allocated to me. The correct number of Workweeks and/or Pay Periods is _____ because I was employed by Freeman Expositions, LLC from _____.

Full Name: _____

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Marcos Calderon v. Freeman Expositions, LLC

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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

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

A copy of the translation is attached to this certification.

Translation reference to **Calderon - Exhibit D to Joint Stipulation of Class and Representative Settlement (Workweek Dispute Form) – Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC**

Order Date: April 01, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



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

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of ***Calderon - Exhibit D to Joint Stipulation of Class and Representative Settlement (Workweek Dispute Form)***, in the case of Marcos Calderon v. Freeman Expositions, Inc., Case No - 30-2024-01448303-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on APR 01, 2026.

Christina Harmon

Christina Guerrero Harmon

04/01/2026

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

Marcos Calderón Contra Freeman Expositions, LLC
Tribunal Superior del Condado de Orange, Causa Número: 30-2024-01448303-CU-OE-CXC



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Cambios de nombre o dirección (si los hubiera):

FORMULARIO DE RECLAMACIÓN SOBRE LAS SEMANAS LABORALES / PERÍODOS DE PAGO

Recibe este formulario porque podría tener derecho a recibir una indemnización en virtud de un Acuerdo de Demanda Colectiva.

Si envía este formulario, el Administrador del Acuerdo revisará su reclamación y determinará el número correcto de Semanas Laborales y/o períodos de pago basándose en la información proporcionada y en los registros del Demandado. El Administrador del Acuerdo presentará su resolución al Tribunal para su revisión, y la resolución del Tribunal será definitiva. **Por favor, adjunte a este formulario cualquier documentación justificativa relacionada con su reclamación.**

Si está de Acuerdo con el número de Semanas Laborales y/o períodos de pago que se le han acreditado en la notificación, no es necesario que envíe este formulario.

Para que sea válido, este formulario debe estar firmado por usted y enviarse al Administrador del Acuerdo a la dirección postal o de correo electrónico que se indica a continuación, y debe tener un matasellos o una fecha de envío anterior o igual al de 2026.

Por la presente confirmo que he recibido la notificación del Acuerdo propuesto en la demanda Marcos Calderón contra Freeman Expositions, LLC, y deseo impugnar el número de Semanas Laborales y/o períodos de pago que se me han asignado. El número correcto de Semanas Laborales y/o períodos de pago es debido a que estuve empleado por Freeman Expositions, LLC desde el .

Nombre completo: _____

Fecha: _____

Firma: _____

¿Cuál es la Información de Contacto del Administrador del Acuerdo?

Marcos Calderón Contra Freeman Expositions, LLC

c/o **[Settlement Administrator Name]**

[ADDRESS]

[ADDRESS]

[PHONE NUMBER] | [EMAIL]