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16 *[Additional Counsel listed on following page]*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

19 MARTIN MARISCAL, DANIEL GARCIA,  
20 JOSE HERNANDEZ, RAFAEL ROJAS, and  
21 LUIS VAZQUEZ, individuals, on behalf of  
22 themselves, and on behalf of all persons  
23 similarly situated,

24 Plaintiffs,

25 v.

26 JANCO INDUSTRIES, INC., a California  
27 corporation; TERRY ALEXANDER, an  
28 individual; ANDREW ALEXANDER, an  
individual; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: STR-CV-UOE-2022-7290

[Action Filed August 19, 2022]

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

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17 Attorneys for Plaintiff Luis Vazquez

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1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiffs MARTIN MARISCAL, DANIEL GARCIA, JOSE  
3 HERNANDEZ, RAFAEL ROJAS, and LUIS VAZQUEZ (hereinafter “Plaintiff” and/or  
4 “Plaintiffs”), individuals, on behalf of the Settlement Class, and in their representative capacity on  
5 behalf of the State of California and the Aggrieved Employees, and Defendants JANCO  
6 INDUSTRIES, INC. (“Defendant Janco”), TERRY ALEXANDER, and ANDREW ALEXANDER  
7 (hereinafter “Defendant” and/or “Defendants”):

8 **I. DEFINITIONS**

- 9 A. “Actions” shall mean the putative class action lawsuits designated *Mariscal, et al. v.*  
10 *Janco Industries, Inc.*, San Joaquin County Superior Court, Case No. STR-CV-UOE-  
11 2022-7290, filed August 19, 2022, *Hernandez, et al. v. Janco Industries, Inc.*, San  
12 Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8790, filed  
13 September 30, 2022, and *Vazquez, et al. v. Janco Industries, Inc.*, San Joaquin County  
14 Superior Court, Case No. STK-CV-UOE-2022-9998, filed October 31, 2022.
- 15 B. “Claims Administration Expenses” shall mean the amount paid to the Claims  
16 Administrator from the Gross Settlement Amount for administering the Settlement  
17 pursuant to this Agreement currently estimated not to exceed \$13,000.00.
- 18 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
19 Class and PAGA Action and Release of Claims.
- 20 D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
21 paid to Class Counsel for the expenses they have incurred of up to \$30,000.00.
- 22 E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
23 Class Counsel for the services they have rendered to Plaintiffs and the Settlement  
24 Class in the Action not to exceed 35% of the Gross Settlement Amount, currently  
25 estimated to be \$700,000.00. Attorneys’ Fees will be divided between Class Counsel  
26

1 as follows 24.6% to JCL Law Firm, APC, 24.6% to Zakay Law Group, APLC, 32.8%  
2 to Gaines & Gaines, APLC, and 18% to Drew Lewis, PC).

3 F. "Class" or the "Class Members" means all non-exempt employees who are or  
4 previously were employed by Defendant Janco and performed work in California  
5 during the Class Period.

6 G. "Class Counsel" shall mean JCL Law Firm, APC, Zakay Law Group, APLC, Gaines  
7 & Gaines, APLC, and Drew Lewis, PC.

8 H. "Class Data" means information regarding Class Members that Defendant Janco will  
9 in good faith compile from its records and provide to the Claims Administrator. It  
10 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
11 Member's full name; last known address; Social Security Number; start dates and end  
12 dates of employment.

13 I. "Class Period" means the period beginning August 19, 2018 to January 12, 2024.

14 J. "Class Representatives" shall mean Plaintiffs Martin Mariscal, Daniel Garcia, Rafael  
15 Rojas, Jose Hernandez, and Luis Vazquez.

16 K. "Court" means the Superior Court for the State of California, County of San Joaquin  
17 currently presiding over the Action.

18 L. "Defendant" and/or "Defendants" shall mean Janco Industries, Inc., Terry Alexander,  
19 and Andrew Alexander.

20 M. "Effective Date" means the date of final approval if no objections are filed to the  
21 settlement. If objections are filed and overruled, and no appeal is taken of the final  
22 approval order, then the effective date of final approval will be the date the Court  
23 enters the order and judgment granting final approval of the settlement. If an appeal  
24 is taken from the Court's overruling of objections to the settlement, then the effective  
25 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
26 an appellate decision affirming the final approval decision becomes final.

1 N. "Funding Date" shall mean the date by which Defendants must pay each installment  
2 of the Gross Settlement Amount to the Claims Administrator in accord with the terms  
3 of this Agreement. Janco, Terry Alexander, and Andrew Alexander will each be  
4 jointly and severally liable for the entire Gross Settlement Amount, which includes  
5 payment for all claims, payment of the Claims Administration Expenses, Attorneys'  
6 Fees, Attorneys' Expenses, Service Awards, and PAGA Payment, and in addition to  
7 the Gross Settlement amount, Defendants shall include the employer share of the  
8 payroll taxes which will be advised by the Claims Administrator. The Gross  
9 Settlement Amount shall be paid to the Claims Administrator in three (3) installments.  
10 The first installment of \$666,666.66 shall be made within fourteen (14) days of the  
11 Effective Date ("First Installment"). The second installment of \$666,666.66 shall be  
12 made within six months of the First Installment ("Second Installment"). The third and  
13 final installment of \$666,666.67 shall be made within six months of the Second  
14 Installment. Each payment shall include a proportionate share of employer payroll  
15 taxes due.

16 O. "Gross Settlement Amount" means Two Million Dollars and Zero Cents  
17 (\$2,000,000.00) that Defendants must pay into the Qualified Settlement Fund (QSF)  
18 in connection with this Settlement, inclusive of the sum of Claims Administration  
19 Expenses, Attorneys' Fees, Attorneys' Expenses, Service Awards, and the PAGA  
20 Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any  
21 payment under this Settlement. The Gross Settlement Amount shall be all-in with no  
22 reversion to Defendants. The employer's share of payroll taxes for net wages shall  
23 not be paid from the Gross Settlement Amount, and shall remain the sole  
24 responsibility of Defendants.

- 1 P. "Individual Settlement Payments" means the amount payable from the Net Settlement  
2 Amount to each Settlement Class Member and excludes any amounts distributed to  
3 the PAGA Group Members pursuant to PAGA.
- 4 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
5 Attorneys' Fees, Attorneys' Expenses, Service Awards, PAGA Payment, and Claims  
6 Administration Expenses.
- 7 R. "Notice Packet" means the notice to be provided to the Class Members by the Claims  
8 Administrator in the form set forth as **Exhibit A** to this Agreement (other than  
9 formatting changes to facilitate printing by the Claims Administrator).
- 10 S. "Operative Complaint" shall mean the Consolidated Complaint that shall be filed by  
11 Plaintiffs within fourteen (14) days of the execution of this Agreement. The parties  
12 shall stipulate and agree for leave to file a consolidated complaint consolidating all  
13 parties and claims into a single pleading ("Consolidated Complaint"). The  
14 Consolidated Complaint is attached hereto as **Exhibit B**.
- 15 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
16 Labor Code § 2698 *et seq.*
- 17 U. "PAGA Group Member(s)" means all non-exempt employees who are or previously  
18 were employed by Defendant Janco and performed work in California during the  
19 PAGA Period.
- 20 V. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA  
21 Period for each PAGA Group Member divided by the sum total of the PAGA Pay  
22 Periods for all PAGA Group Members during the PAGA Period.
- 23 W. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA Group  
24 Member Payment, as defined herein, means the number of pay periods of employment  
25 during the PAGA Period that each PAGA Group Member worked in California.
- 26 X. "PAGA Period" means the period beginning July 13, 2021 to January 12, 2024.

1 Y. "PAGA Payment" shall mean One Hundred Thousand Dollars (\$100,000.00) to be  
2 allocated from the Gross Settlement Amount, with 25% of the payment going to the  
3 PAGA Group Members ("PAGA Group Payment") and 75% of the payment going to  
4 the Labor and Workforce Development Agency ("LWDA Payment"). The amount of  
5 the PAGA Payment is subject to Court approval pursuant to California Labor Code  
6 section 2699(1). Any reallocation of the Gross Settlement Amount to increase the  
7 PAGA Payment will not constitute grounds by either party to void this Agreement,  
8 so long as the Gross Settlement Amount remains the same.

9 Z. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either  
10 Plaintiffs or Defendants, individually.

11 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided  
12 by the sum total Workweeks for all Class Members.

13 BB. "Plaintiff" and/or "Plaintiffs" shall mean Martin Mariscal, Daniel Garcia, Rafael  
14 Rojas, Jose Hernandez, and Luis Vazquez.

15 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
16 by the Claims Administrator to fund the Gross Settlement Amount.

17 DD. "Released Class Claims" shall mean all class claims alleged, or reasonably could have  
18 been alleged based on the facts alleged in the Operative Complaint in the Action, or  
19 reasonably could have been alleged based on the facts alleged in the Operative  
20 Complaint, which occurred during the Class Period, and expressly excluding all other  
21 claims, including claims for vested benefits, wrongful termination, unemployment  
22 insurance, disability, social security, workers' compensation, and class claims outside  
23 of the Class Period.

24 EE. "Released PAGA Claims" means all PAGA claims alleged in the Operative  
25 Complaint and Plaintiffs' PAGA notices to the LWDA, or reasonably could have been  
26 alleged based on the facts alleged in the Operative Complaint and Plaintiffs' PAGA

1 notices to the LWDA, which occurred during the PAGA Period, and expressly  
2 excluding all other claims, including claims for vested benefits, wrongful termination,  
3 unemployment insurance, disability, social security, workers' compensation, and  
4 PAGA claims outside of the PAGA Period.

5 FF. "Released Parties" shall mean the named Defendants, together with their officers,  
6 directors, employees, members, member managers, owners, affiliates and agents. The  
7 Parties intend that the Released Parties shall be defined as broad as legally  
8 permissible.

9 GG. "Response Deadline" means the date forty-five (45) calendar days after the Claims  
10 Administrator mails Notice Packets to Class Members and the last date on which  
11 Class Members may submit requests for exclusion or objections to the Settlement.

12 HH. "Service Awards" means awards in the amount of \$15,000.00 each or in an amount  
13 that the Court authorizes to be paid to Class Representatives Martin Mariscal, Daniel  
14 Garcia, Rafael Rojas, and Jose Hernandez, and an award in the amount of \$30,000.00  
15 or in an amount the Court authorizes to be paid to Class Representative Luis Vazquez.  
16 The Service Awards are in addition to the Individual Settlement Payments and the  
17 individual PAGA Group Payments, in recognition of the Plaintiffs' efforts and risks  
18 in assisting with the prosecution of the Action.

19 II. "Settlement" means the disposition of the Actions pursuant to this Agreement.

20 JJ. "Claims Administrator" means Apex Class Action Settlement Administration, 18  
21 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-  
22 3536. The Claims Administrator establishes, designates and maintains, as a QSF  
23 under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-  
24 1, into which the amount of the Gross Settlement Amount is deposited for the purpose  
25 of resolving the claims of Settlement Class Members. The Claims Administrator shall  
26 maintain the funds until distribution in an account(s) segregated from the assets of



1 Defendants and any person related to Defendants. **All accrued interest, if any, shall**  
2 **be paid and distributed to the Settlement Class Members as part of their**  
3 **respective Individual Settlement Payments.**

4 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who  
5 have not submitted a timely and valid request for exclusion as provided in this  
6 Agreement.

7 LL. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and  
8 ending on Saturday, in which a Class Member is employed and received any form of  
9 compensation from Defendant Janco.

10 **II. RECITALS**

11 A. On July 13, 2022, Plaintiffs Mariscal, Garcia, and Rojas filed a Notice of Violations  
12 with the Labor and Workforce Development Agency (LWDA) and served the same  
13 on Defendants.

14 B. On August 19, 2022, Plaintiffs Mariscal, Garcia, and Rojas filed their Action, alleging  
15 claims for:

- 16 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 17 2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
- 18 3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
- 19 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the  
20 applicable Wage Order);
- 21 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the  
22 applicable wage order);
- 23 6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);
- 24 7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2  
25 *et seq.*);
- 26 8. Failure to Reimburse for Required Expenses (Labor Code § 2802).

- 1 C. On August 16, 2022, Plaintiff Hernandez sent a letter, by online submission to the  
2 LWDA and by certified mail to Defendants outlining the facts and theories underlying  
3 his claims.
- 4 D. On September 30, 2022, Plaintiff Hernandez initiated his Action by filing a class  
5 action complaint.
- 6 E. On October 28, 2022, Plaintiff Vazquez sent a letter, by online submission to the  
7 LWDA and by certified mail to Defendants outlining the facts and theories underlying  
8 his claims.
- 9 F. On October 31, 2022, Plaintiff Vazquez initiated his Action by filing a class action  
10 complaint.
- 11 G. On March 30, 2023, the Court ordered all matters consolidated. Currently, all matters  
12 are consolidated and reside with the Honorable George Abdallah Jr., Department 10A  
13 of the Stockton Courthouse (the “Action”).
- 14 H. The Class Representatives believe they have claims based on alleged violations of the  
15 California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
16 that class certification is appropriate because the prerequisites for class certification  
17 can be satisfied in the Action, and this action is manageable as a PAGA representative  
18 action.
- 19 I. Defendants deny any liability or wrongdoing of any kind associated with the claims  
20 alleged in the Action, disputes any wages, damages and penalties claimed by the Class  
21 Representative are owed, and further contends that, for any purpose other than  
22 settlement, the Action is not appropriate for class or representative action treatment.  
23 Defendants contend, among other things, that at all times it complied with the  
24 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 25 J. The Class Representatives are represented by Class Counsel. Class Counsel  
26 investigated the facts relevant to the Action, including conducting an independent

1 investigation as to the allegations, reviewing documents and information exchanged  
2 through informal discovery, and reviewing documents and information provided by  
3 Defendants pursuant to informal requests for information to prepare for mediation.  
4 Defendants produced for the purpose of settlement negotiations certain employment  
5 data concerning the Settlement Class, which Class Counsel reviewed and analyzed  
6 with the assistance of an expert. Based on their own independent investigation and  
7 evaluation, Class Counsel is of the opinion that the Settlement with Defendants is fair,  
8 reasonable, and adequate, and is in the best interest of the Settlement Class  
9 considering all known facts and circumstances, including the risks of significant  
10 delay, defenses asserted by Defendants, uncertainties regarding class certification,  
11 and numerous potential appellate issues. Although it denies any liability, Defendants  
12 agree to this Settlement solely to avoid the inconveniences and cost of further  
13 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
14 set forth in this Agreement.

15 K. On October 11, 2023, the Parties participated in mediation presided over by Steve  
16 Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions.  
17 The mediation concluded with a settlement, which was subsequently memorialized in  
18 the form of a Memorandum of Understanding.

19 L. This Agreement replaces and supersedes the Memorandum of Understanding and any  
20 other agreements, understandings, or representations between the Parties. This  
21 Agreement represents a compromise and settlement of highly disputed claims.  
22 Nothing in this Agreement is intended or will be construed as an admission by  
23 Defendants that the claims in the Action of Plaintiff or the Class Members have merit  
24 or that Defendants bear any liability to Plaintiff or the Class on those claims or any  
25 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action  
26 have merit.

1 M. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
2 Settlement was arrived at through arm's-length negotiations, taking into account all  
3 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay  
4 attendant to continuing the Action through trial and any appeal. Accordingly, the  
5 Parties desire to settle, compromise and discharge all disputes and claims arising from  
6 or relating to the Action fully, finally, and forever.

7 N. The Parties agree to certification of the Class for purposes of this Settlement only. If  
8 for any reason the settlement does not become effective, Defendants reserve the right  
9 to contest certification of any class for any reason and reserves all available defenses  
10 to the claims in the Action.

11 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendants.

14 1. Settlement Consideration. In full and complete settlement of the Action, and  
15 in exchange for the releases set forth below, Defendant Janco will pay the sum  
16 of the Individual Settlement Payments, the Service Awards, the Attorneys'  
17 Fees and Attorneys' Expenses, PAGA Payments, and the Claims  
18 Administration Expenses, as specified in this Agreement, equal to the Gross  
19 Settlement Amount of Two Million Thousand Dollars (\$2,000,000.00). The  
20 Parties agree that this is a non-reversionary Settlement and that no portion of  
21 the Gross Settlement Amount shall revert to Defendants. Other than  
22 Defendant Janco's share of employer payroll taxes and as provided in Section  
23 III.A.2 below, Defendant Janco shall not be required to pay more than the  
24 Gross Settlement Amount.

25 2. Class Size. Defendants represent that the Settlement Class was comprised of  
26 893 individuals who collectively worked approximately 61,357 workweeks

1 (“Projected Workweeks”) during the Class Period. No later than fifteen (15)  
2 days after execution of this Settlement Agreement, Defendant Janco will  
3 provide the Claims Administrator with the Class Data in order to ensure the  
4 Claims Administrator has sufficient time to prepare the foregoing declaration  
5 prior to the filing of the motion for Preliminary Approval. If the Projected  
6 Workweeks increase by more than 10% of the estimated stated herein, the  
7 Gross Settlement Amount shall increase proportionally for the number of  
8 workweeks over 110% of the 61,357 Projected Workweeks (67,493). For  
9 example, if the total workweeks in the Class Period are 115% of 61,357, the  
10 Gross Settlement Amount shall increase by 5%. The Claims Administrator  
11 will provide a declaration under penalty of perjury confirming the number of  
12 applicable Class Members, PAGA Group Members, PAGA Pay Periods, and  
13 workweeks they worked during the applicable Class Period one week prior to  
14 Plaintiffs’ deadline to file their motion for preliminary approval of the  
15 settlement.

16 3. Settlement Payment. Defendants Janco, Terry Alexander, and Andrew  
17 Alexander will each be jointly and severally liable for the entire Gross  
18 Settlement Amount and shall deposit the Gross Settlement Amount into the  
19 QSF, through the Claims Administrator in three (3) installments. The first  
20 installment of \$666,666.66 shall be made within fourteen (14) days of the  
21 Effective Date (“First Installment”). The second installment of \$666,666.66  
22 shall be made six months of the First Installment (“Second Installment”). The  
23 third and final installment of \$666,666.67 shall be made within six months of  
24 the second installment. Any interest accrued will be added to the NSA and  
25 distributed to the Settlement Class Members except that if final approval is  
26 reversed on appeal, then Defendants are entitled to prompt return of the

1 principal and all interest accrued.

2 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side  
3 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
4 together with the Gross Settlement Amount on each Funding Date.

5 B. Release by Settlement Class Members. As of the Effective Date, subject to  
6 Defendants' full payment of the Gross Settlement Amount, and in exchange for the  
7 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members  
8 release the Released Parties from the Released Class Claims for the Class Period.

9 C. Release by the PAGA Class Members. As of the Effective Date, subject to Defendants'  
10 full payment of the Gross Settlement Amount, and in exchange for the consideration  
11 set forth in this Agreement, the Plaintiffs, the LWDA and the State of California  
12 release the Released Parties from the Released PAGA Claims for the PAGA Period.  
13 As a result of this release, the PAGA Class Members shall be precluded from bringing  
14 claims against Defendants for the Released PAGA Claims.

15 D. General Release by Plaintiffs. As of the Effective Date, subject to Defendants' full  
16 payment of the Gross Settlement Amount, and for the consideration set forth in this  
17 Agreement, Plaintiffs waive, release, acquit and forever discharge the Released Parties  
18 from any and all claims, whether known or unknown, which exist or may exist on  
19 either Plaintiffs' behalf as of the date of this Agreement, including but not limited to  
20 any and all tort claims, contract claims, wage claims, wrongful termination claims,  
21 disability claims, benefit claims, public policy claims, retaliation claims, statutory  
22 claims, personal injury claims, emotional distress claims, invasion of privacy claims,  
23 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising  
24 under any federal, state or other governmental statute, law, regulation or ordinance,  
25 including, but not limited to claims for violation of the Fair Labor Standards Act, the  
26 California Labor Code, the Wage Orders of California's Industrial Welfare

1 Commission, other state wage and hour laws, the Americans with Disabilities Act, the  
2 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income  
3 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment  
4 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,  
5 California's Whistleblower Protection Act, California Business & Professions Code  
6 Section 17200 et seq., and any and all claims arising under any federal, state or other  
7 governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish  
8 any and all claims, rights or benefits that they may have under California Civil Code  
9 § 1542, which provides as follows:

10  
11 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
12 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***  
13 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
14 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
15 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***  
16 ***OR RELEASED PARTY.***

17  
18 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
19 complete release and discharge of the Released Parties, Plaintiffs expressly  
20 acknowledge this Settlement Agreement is intended to include in its effect, without  
21 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at  
22 the time of signing this Settlement Agreement, and that this Settlement Agreement  
23 contemplates the extinguishment of any such claims. Plaintiffs warrant that each of  
24 them has read this Settlement Agreement, including this waiver of California Civil  
25 Code section 1542, and that Plaintiffs have consulted with or had the opportunity to  
26 consult with counsel of Plaintiffs' choosing about this Settlement Agreement and

1 specifically about the waiver of section 1542, and that Plaintiffs understand this  
2 Settlement Agreement and the section 1542 waiver, and so Plaintiffs freely and  
3 knowingly enter into this Settlement Agreement. Plaintiffs further acknowledge that  
4 Plaintiffs later may discover facts different from or in addition to those Plaintiffs now  
5 know or believe to be true regarding the matters released or described in this  
6 Settlement Agreement, and even so Plaintiffs agree that the releases and agreements  
7 contained in this Settlement Agreement shall remain effective in all respects  
8 notwithstanding any later discovery of any different or additional facts. Plaintiffs  
9 expressly assume any and all risk of any mistake in connection with the true facts  
10 involved in the matters, disputes, or controversies released or described in this  
11 Settlement Agreement or with regard to any facts now unknown to Plaintiffs relating  
12 thereto.

13 Representations as to No Other Claims: Neither Plaintiffs nor Class Counsel are  
14 currently aware, as of the date this Agreement is fully executed, (a) unalleged claims  
15 in addition to, or different from, those which are finally and forever settled and released  
16 against the Released Parties by this Agreement or this settlement, and (b) unalleged  
17 facts or legal theories upon which any claims or causes of action could be brought  
18 against any Released Parties, except such facts and theories specifically alleged in the  
19 operative Complaint in this Action. Plaintiffs and Class Counsel will further represent  
20 that, other than this Action, they have no current intention of asserting any other claims  
21 against any of the Released Parties in any judicial or administrative forum as of the  
22 execution of the Settlement Agreement. Plaintiffs and Class Counsel will further  
23 represent that, as of the signing of the Settlement Agreement, they do not currently  
24 know of or represent any persons who have expressed any interest in pursuing  
25 litigation or seeking any recovery against any Released Parties. This includes all  
26 Plaintiffs and any claims they may have or had, including any individual claims, which



1 will be released in the settlement agreement and herein via Cal. Civ. Code section 1542  
2 waiver. The Parties acknowledge, understand and agree that the representations  
3 described in this paragraph are essential to this Agreement or this settlement and that  
4 this Agreement would not have been entered into were it not for these representations.

5 E. Conditions Precedent: This Settlement will become final and effective only upon the  
6 occurrence of all of the following events:

- 7 1. The Court enters an order granting preliminary approval of the Settlement;
- 8 2. The Court enters an order granting final approval of the Settlement and a Final  
9 Judgment;
- 10 3. If an objector appears at the final approval hearing, the time for appeal of the  
11 Final Judgment and Order Granting Final Approval of Class Action  
12 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
13 any appeal from the Judgment and Order Granting Final Approval of Class  
14 Action Settlement; and
- 15 4. Defendants fully fund the Gross Settlement Amount and comply with all  
16 payment provisions herein.

17 F. Nullification of Settlement Agreement. If this Settlement Agreement is not  
18 preliminarily or finally approved by the Court, fails to become effective, or is reversed,  
19 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants  
20 from obtaining a complete resolution of the Released Class Claims, or if Defendants  
21 fail to fully fund the Gross Settlement Amount:

- 22 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
23 and shall not be admissible in any judicial, administrative or arbitral  
24 proceeding for any purpose or with respect to any issue, substantive or  
25 procedural;

- 1                   2.       The conditional class certification (obtained for any purpose) shall be void *ab*  
2                   *initio* and of no force or effect, and shall not be admissible in any judicial,  
3                   administrative or arbitral proceeding for any purpose or with respect to any  
4                   issue, substantive or procedural;
- 5                   3.       None of the Parties to this Settlement will be deemed to have waived any  
6                   claims, objections, defenses, or arguments in the Action, including with  
7                   respect to the issue of class certification; and
- 8                   4.       If Defendants fail to fully fund the Gross Settlement Amount, Defendants  
9                   shall bear the sole responsibility for any cost to issue or reissue any curative  
10                  notice to the Settlement Class Members and all Claims Administration  
11                  Expenses incurred to the date of nullification.

12           G.       Certification of the Settlement Class. The Parties stipulate to conditional class  
13           certification of the Class for the Class Period for purposes of settlement only. In the  
14           event that this Settlement is not approved by the Court, fails to become effective, or is  
15           reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
16           Defendants from obtaining a complete resolution of the Released Class Claims, the  
17           conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
18           no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
19           proceeding for any purpose or with respect to any issue, substantive or procedural.

20           H.       Tax Liability. The Parties make no representations as to the tax treatment or legal  
21           effect of the payments called for, and Class Members and/or PAGA Group Members  
22           are not relying on any statement or representation by the Parties in this regard. Class  
23           Members and/or PAGA Group Members understand and agree that they will be  
24           responsible for the payment of any taxes and penalties assessed on the Individual  
25           Settlement Payments and/or PAGA Group Members' individual shares of the PAGA  
26           Group Payment described and will be solely responsible for any penalties or other

1 obligations resulting from their personal tax reporting of Individual Settlement  
2 Payments and/or PAGA Group Members' individual shares of the PAGA Group  
3 Payment.

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

22 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for  
23 preliminary approval within thirty (30) calendar days of execution of this Agreement,  
24 or within the statutory timeframe as determined by the Court's setting of the  
25 preliminary approval hearing, which shall include this Settlement Agreement.  
26 Plaintiffs will provide Defendants with a draft of the Motion at least five business days

1 prior to the filing of the Motion to give Defendants an opportunity to propose changes  
2 or additions to the Motion.

3 K. Claims Administrator. The Claims Administrator shall be responsible for: establishing  
4 and administering the QSF; calculating, processing and mailing payments to the Class  
5 Representatives, Class Counsel, LWDA, PAGA Group Members, and Class Members;  
6 printing and mailing the Notice Packets to the Class Members as directed by the Court;  
7 receiving and reporting the objections and requests for exclusion; calculating,  
8 deducting and remitting all legally required taxes from Individual Settlement Payments  
9 and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
10 Portion of the Individual Settlement Payments and/or PAGA Group Members'  
11 individual shares of the PAGA Group Payment; processing and mailing tax payments  
12 to the appropriate state and federal taxing authorities; providing declaration(s) as  
13 necessary in support of preliminary and/or final approval of this Settlement; and other  
14 tasks as the Parties mutually agree or the Court orders the Claims Administrator to  
15 perform. The Claims Administrator shall keep the Parties timely apprised of the  
16 performance of all Claims Administrator responsibilities by among other things,  
17 sending a weekly status report to the Parties' counsel stating the date of the mailing,  
18 the of number of Elections Not to Participate in Settlement it receives (including the  
19 numbers of valid and deficient), and number of objections received.

20 L. Notice Procedure.

21 1. Class Data. No later than fifteen (15) calendar days after the Preliminary  
22 Approval Date, Defendant Janco shall confirm with the Claims Administrator  
23 the Class Data for purposes of preparing and mailing Notice Packets to the  
24 Class Members.

25 2. Notice Packets.

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a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and PAGA Group Members that they need not do anything in order to receive an Individual Settlement Payment and/or PAGA Group Members' individual shares of the PAGA Group Payment and to keep the Claims Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or PAGA Group Members' individual shares of the PAGA Group Payment will be mailed following each Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or PAGA Group Members in exchange for an Individual Settlement Payment and/or PAGA Group Members' individual shares of the PAGA Group Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each PAGA Group Members' share of the PAGA Group Payment, if any. The Claims Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Workweeks. The Notice will also advise the PAGA Group Members that they will release the Released PAGA Claims and will receive their share of the PAGA Group Payment regardless of whether they request to be excluded from the Settlement.

1                   b)     The Notice Packet’s mailing envelope shall include the following  
2                                    language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
3                                    ENTITLED TO PARTICIPATE IN A CLASS ACTION  
4                                    SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
5                                    ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
6                                    NOTICE.”

7                   3.     Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims  
8                                    Administrator will perform a search based on the National Change of Address  
9                                    Database to update and correct any known or identifiable address changes.  
10                                  No later than twenty-one (21) calendar days receipt of the Class Data the  
11                                  Claims Administrator shall mail copies of the Notice Packet to all Class  
12                                  Members via regular First-Class U.S. Mail and electronic mail. The Claims  
13                                  Administrator shall exercise its best judgment to determine the current mailing  
14                                  address for each Class Member. The address identified by the Claims  
15                                  Administrator as the current mailing address shall be presumed to be the best  
16                                  mailing address for each Class Member.

17                   4.     Undeliverable Notices. Any Notice Packets returned to the Claims  
18                                    Administrator as non-delivered on or before the Response Deadline shall be  
19                                    re-mailed to any forwarding address provided. If no forwarding address is  
20                                    provided, the Claims Administrator shall promptly attempt to determine a  
21                                    correct address by lawful use of skip-tracing, or other search using the name,  
22                                    address and/or Social Security number of the Class Member involved, and  
23                                    shall then perform a re-mailing, if another mailing address is identified by the  
24                                    Claims Administrator. In addition, if any Notice Packets, which are addressed  
25                                    to Class Members who are currently employed by Defendant Janco, are  
26                                    returned to the Claims Administrator as non-delivered and no forwarding

1 address is provided, the Claims Administrator shall notify Defendants.  
2 Defendants will request that the currently employed Class Member provide a  
3 corrected address and transmit to the Claims Administrator any corrected  
4 address provided by the Class Member. Class Members who received a re-  
5 mailed Notice Packet shall have their Response Deadline extended fifteen (15)  
6 days from the original Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will  
8 have the opportunity, should they disagree with Defendant Janco's records  
9 regarding the start and end dates of employment, to provide documentation  
10 and/or an explanation to show contrary dates. If there is a dispute, the Claims  
11 Administrator will consult with the Parties to determine whether an  
12 adjustment is warranted. The Claims Administrator shall determine the  
13 eligibility for, and the amounts of, any Individual Settlement Payments under  
14 the terms of this Agreement. The Claims Administrator's determination of  
15 the eligibility for and amount of any Individual Settlement Payment shall be  
16 binding upon the Class Member and the Parties.

17 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
18 by the Claims Administrator concerning the administration of the Settlement  
19 will be presented to the mediator for resolution. Before any such involvement  
20 of the mediator, counsel for the Parties will confer in good faith to resolve the  
21 disputes without the necessity of involving the mediator.

22 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
23 Packet shall state that Class Members who wish to exclude themselves from  
24 the Settlement must submit a written request for exclusion to the Claims  
25 Administrator by the Response Deadline. The written request for exclusion  
26 (1) must contain the name, address, and the last four digits of the Social

1 Security number of the person requesting exclusion; (2) must be signed by the  
2 Class Member; (3) must be postmarked or fax stamped by the Response  
3 Deadline and returned to the Claims Administrator at the specified address or  
4 fax telephone number; and (4) contain a typewritten or handwritten notice  
5 stating in substance that he or she wishes to be excluded from the settlement  
6 of the class action lawsuit entitled *Mariscal, et al. v. Janco Industries, Inc.*,  
7 currently pending in Superior Court of San Joaquin, Case No. STR-CV-UOE-  
8 2022-7290. The request for exclusion will not be valid if it is not timely  
9 submitted, if it is not signed by the Class Member, or if it does not contain the  
10 name and address and last four digits of the Social Security number of the  
11 Class Member. The date of the postmark on the mailing envelope or fax stamp  
12 on the request for exclusion shall be the exclusive means used to determine  
13 whether the request for exclusion was timely submitted. Any Class Member  
14 who submits a timely request for exclusion shall be excluded from the  
15 Settlement Class will not be entitled to an Individual Settlement Payment and  
16 will not be otherwise bound by the terms of the Settlement or have any right  
17 to object, appeal or comment thereon. However, any Class Member that  
18 submits a timely request for exclusion that is also a member of the PAGA  
19 Group Members will still receive his/her pro rata share of the PAGA  
20 Settlement, as specified below, and in consideration, will be bound by the  
21 Release by the PAGA Group Members as set forth herein. Settlement Class  
22 Members who fail to submit a valid and timely request for exclusion on or  
23 before the Response Deadline shall be bound by all terms of the Settlement  
24 and any final judgment entered in this Action if the Settlement is approved by  
25 the Court. No later than ten (10) calendar days after the Response Deadline,  
26 the Claims Administrator shall provide counsel for the Parties with a final list



1 of the Class Members who have timely submitted timely requests for  
2 exclusion. At no time shall any of the Parties or their counsel seek to solicit or  
3 otherwise encourage members of the Class to submit requests for exclusion  
4 from the Settlement.

5 8. Objections. The Notice of Class Action Settlement contained in the Notice  
6 Packet shall state that Class Members who wish to object to the Settlement  
7 may submit to the Claims Administrator a written statement of objection  
8 (“Notice of Objection”) by the Response Deadline. The postmark date of  
9 mailing shall be deemed the exclusive means for determining that a Notice of  
10 Objection was served timely. The Notice of Objection, if in writing, must be  
11 signed by the Settlement Class Member and state: (1) the case name and  
12 number; (2) the name of the Settlement Class Member; (3) the address of the  
13 Settlement Class Member; (4) the last four digits of the Settlement Class  
14 Member’s Social Security number; (5) the basis for the objection; and (6) if  
15 the Settlement Class Member intends to appear at the Final  
16 Approval/Settlement Fairness Hearing. Class Members who fail to make  
17 objections in writing in the manner specified above may still make their  
18 objections orally at the Final Approval/Settlement Fairness Hearing with the  
19 Court’s permission. Settlement Class Members will have a right to appear at  
20 the Final Approval/Settlement Fairness Hearing to have their objections heard  
21 by the Court regardless of whether they submitted a written objection. At no  
22 time shall any of the Parties or their counsel seek to solicit or otherwise  
23 encourage Class Members to file or serve written objections to the Settlement  
24 or appeal from the Order and Final Judgment. Class Members who submit a  
25 written request for exclusion may not object to the Settlement. Class Members  
26 may not object to the PAGA Settlement.

1 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to  
2 pay the Gross Settlement Amount plus the employer's share of payroll taxes as  
3 mandated by law within the time specified hereinabove on each Funding Date.

4 1. Calculation of Individual Settlement Payments. Individual Settlement  
5 Payments shall be paid from the Net Settlement Amount and shall be paid  
6 pursuant to the formula set forth herein. Using the Class Data, the Claims  
7 Administrator shall add up the total number of Workweeks for all Class  
8 Members. The respective Workweeks for each Class Member will be divided  
9 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
10 for each Class Member. Each Class Member's Payment Ratio will then be  
11 multiplied by the Net Settlement Amount to calculate each Class Member's  
12 estimated Individual Settlement Payment. Each Individual Settlement  
13 Payment will be reduced by any legally mandated employee tax withholdings  
14 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
15 Members who submit valid and timely requests for exclusion will be  
16 redistributed to Settlement Class Members who do not submit valid and timely  
17 requests for exclusion on a pro rata basis based on their respective Payment  
18 Ratios.

19 2. Calculation of Individual Payments to the PAGA Group Members. Using the  
20 Class Data, the Claims Administrator shall add up the total number of PAGA  
21 Pay Periods for all PAGA Group Members during the PAGA Period. The  
22 respective PAGA Pay Periods for each PAGA Group Member will be divided  
23 by the total PAGA Pay Periods for all PAGA Group Members, resulting in  
24 the "PAGA Payment Ratio" for each PAGA Group Member. Each PAGA  
25 Group Members's PAGA Payment Ratio will then be multiplied by the PAGA  
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1 Group Payment to calculate each PAGA Group Members's estimated share of  
2 the PAGA Group Payment.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
4 Settlement Payments shall be allocated and treated as 20% wages ("Wage  
5 Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest  
6 Portion"). The Wage Portion of the Individual Settlement Payments shall be  
7 reported on IRS Form W-2 and the Penalties and Interest Portion and Interest  
8 Portion of the Individual Settlement Payments shall be reported on IRS Form  
9 1099 issued by the Settlement Agreement.

10 4. Allocation of PAGA Group Payments. For tax purposes, PAGA Group  
11 Payments shall be allocated and treated as 100% penalties and shall be  
12 reported on IRS Form 1099.

13 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
14 individual shares of the PAGA Payment made to Settlement Class Members  
15 and/or PAGA Group Members under this Settlement Agreement, as well as  
16 any other payments made pursuant to this Settlement Agreement, will not be  
17 utilized to calculate any additional benefits under any benefit plans to which  
18 any Class Members may be eligible, including, but not limited to profit-  
19 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
20 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
21 Parties' intention that this Settlement Agreement will not affect any rights,  
22 contributions, or amounts to which any Class Members may be entitled under  
23 any benefit plans.

24 6. All monies received by Settlement Class Members under the Settlement which  
25 are attributable to wages shall constitute income to such Settlement Class  
26 Members solely in the year in which such monies are actually received by the

1 Settlement Class Members. It is the intent of the Parties that Individual  
2 Settlement Payments and individual shares of the PAGA Payment provided for  
3 in this Settlement agreement are the sole payments to be made by Defendants to  
4 Settlement Class Members and/or PAGA Group Members in connection with  
5 this Settlement Agreement, with the exception of Plaintiffs, and that the  
6 Settlement Class Members and/or PAGA Group Members are not entitled to any  
7 new or additional compensation or benefits as a result of having received the  
8 Individual Settlement Payments and/or their shares of the PAGA Group  
9 Payment.

- 10 7. Mailing. Proportionate Individual Settlement Payments and PAGA Group  
11 Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class  
12 Members' and/or PAGA Group Members' last known mailing address no later  
13 than thirty (30) days after each Funding Date.
- 14 8. Expiration. Any checks issued to Settlement Class Members and PAGA  
15 Group Members shall remain valid and negotiable for one hundred and eighty  
16 (180) days from the date of their issuance. If a Settlement Class Member  
17 and/or PAGA Group Member does not cash his or her settlement check within  
18 90 days, the Claims Administrator will send a letter to such persons, advising  
19 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
20 Member and/or PAGA Group Member to request reissuance in the event the  
21 check was destroyed, lost or misplaced. In the event an Individual Settlement  
22 Payment and/or PAGA Group Members' individual share of the PAGA  
23 Payment check has not been cashed within one hundred and eighty (180) days,  
24 all funds represented by such uncashed checks, plus any interest accrued  
25 thereon, shall be paid to the Community Law Project, a Cy Pres, pursuant to  
26 California Code of Civil Procedure section 384.



1 Gross Settlement Amount currently estimated to be \$700,000.00 *and*  
2 Attorneys' Expenses not to exceed Thirty Thousand Dollars (\$30,000.00).  
3 Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the  
4 Gross Settlement Amount. Any portion of the requested Attorneys' Fees  
5 and/or Attorneys' Expenses that are not awarded to Class Counsel shall be  
6 part of the Net Settlement Amount and shall be distributed to Settlement Class  
7 Members as provided in this Agreement. The Claims Administrator shall  
8 allocate and pay a proportionate share of the Attorneys' Fees and Attorneys'  
9 Expenses to Class Counsel from the Gross Settlement Amount no later than  
10 thirty (30) days after each Funding Date. Class Counsel shall be solely and  
11 legally responsible to pay all applicable taxes on the payment made pursuant  
12 to this paragraph. The Claims Administrator shall issue an IRS Form 1099 —  
13 MISC to Class Counsel for the payments made pursuant to this paragraph. In  
14 the event that the Court reduces or does not approve the requested Attorneys'  
15 Fees, Plaintiffs and Class Counsel shall not have the right to revoke the  
16 Settlement, or to appeal such order, and the Settlement will remain binding.

17 11. PAGA Payment. One Hundred Thousand Dollars (\$100,000.00) shall be  
18 allocated from the Gross Settlement Amount for settlement of claims for civil  
19 penalties under the Private Attorneys General Act of 2004 ("PAGA  
20 Payment"). The Claims Administrator shall pay a proportionate share of the  
21 LWDA Payment, comprised of seventy-five percent (75%) of the PAGA  
22 Payment (\$75,000.00), to the California Labor and Workforce Development  
23 Agency no later than thirty (30) days after each Funding Date. The PAGA  
24 Group Payment, comprised of twenty-five percent (25%) of the PAGA  
25 Payment (\$25,000.00), will be distributed to the PAGA Group Members as  
26 described in this Agreement. For purposes of distributing the PAGA Group

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Payment, each PAGA Group Member shall receive their pro-rata share of the PAGA Group Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Claims Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Claims Administration Expenses is \$13,000.00. The Claims Administrator shall be paid a proportionate share of the Claims Administration Expenses no later than thirty (30) days after each Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty (20) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs will provide Defendants with a draft of the Motion at least five business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Claims Administrator. No later than seven (7) days after the Response Deadline, the Claims Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of those Class Members who requested exclusion from the Settlement, the number of objections received, the amount of the average, highest, and lowest Individual Settlement Payments, the amount of the average, highest, and lowest PAGA Group Payments, the Claims

1 Administration Expenses, and any other information as the Parties mutually  
2 agree or the Court orders the Claims Administrator to provide.

3 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
4 Granting Final Approval of Class Action Settlement to the Court for its  
5 approval, and Judgment thereon, at the time Class Counsel files the Motion  
6 for Final Approval.

7 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
8 an opportunity for Counsel for Defendants to review the Motions for Preliminary and  
9 Final Approval, including the Order Granting Final Approval of Class Action  
10 Settlement, and Judgment before filing with the Court, as stated above. The Parties  
11 and their counsel will cooperate with each other and use their best efforts to affect the  
12 Court's approval of the Motions for Preliminary and Final Approval of the Settlement,  
13 and entry of Judgment.

14 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
15 their best efforts to implement the Settlement.

16 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
17 except such proceedings necessary to implement and complete the Settlement, pending  
18 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

19 Q. Amendment or Modification. This Agreement may be amended or modified only by  
20 a written instrument signed by counsel for all Parties or their successors-in-interest.

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



1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
2 represent they are expressly authorized by the Parties whom they represent to negotiate  
3 this Agreement and to take all appropriate Action required or permitted to be taken by  
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
5 documents required to effectuate the terms of this Agreement. The persons signing  
6 this Agreement on behalf of Defendants represents and warrants that he/she is  
7 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and  
8 warrant that they are authorized to sign this Agreement and that they have not assigned  
9 any claim, or part of a claim, covered by this Settlement to a third-party.

10 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
11 press releases, initiate any contact with the press, respond to any press inquiry, or have  
12 any communication with the press about the fact, amount or terms of the Settlement  
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
14 of its terms for any marketing or promotional purposes. Further, Class Counsel will  
15 not include, reference, or use the Settlement Agreement for any marketing or  
16 promotional purposes, either before or after the Motion for Preliminary Approval is  
17 filed. Except a may be necessary to enforce the provisions of this Agreement, or  
18 otherwise prohibited by law, including California Code of Civil Procedure section  
19 1001-1002, and Cal. Gov. Code §§ 12900 *et seq.*, Plaintiffs and Class Counsel shall  
20 not directly or indirectly disclose the facts, Gross Settlement Amount, or terms of this  
21 individual, class and representative settlement to the public or to anyone. Nothing  
22 herein will restrict Class Counsel from including publicly available information  
23 regarding this settlement in future judicial submissions regarding Class Counsel's  
24 qualifications and experience for adequacy as attorneys for a putative class or  
25 representative group to justify an award of attorney fees. Nothing shall prevent the  
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1 communication by Class Counsel or any parties to respond to specific questions  
2 received from the Settlement Class Members regarding the terms of the Agreement.

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

5 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
6 shall be governed by and interpreted according to the laws of the State of California.

7 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
8 executed counterparts and each of them shall be deemed to be one and the same  
9 instrument provided that counsel for the Parties to this Agreement shall exchange  
10 among themselves copies or originals of the signed counterparts.

11 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
12 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
13 Settlement after extensive arms-length negotiations, taking into account all relevant  
14 factors, present and potential.

15 Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain  
16 continuing jurisdiction over this case under CCP Section 664.6 to ensure the  
17 continuing implementation of the provisions of this settlement and that the time within  
18 which to bring this action to trial under CCP Section 583.310 shall be extended from  
19 the date of signing this agreement by all parties until the entry of the final approval  
20 order and judgement or if not entered the date this agreement shall no longer be of any  
21 force or effect

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

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AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

BB. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Class Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/their own attorney's fees and costs.

CC. Default; Notice; Cure; Acceleration; Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendants fail to timely make any payments due hereunder, they shall be in default of their obligations. Plaintiffs shall thereafter give notice of default and Defendants must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default.


IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: 04/01/2024

  
Martin Mariscal (Apr 1, 2024 17:09 PDT)

Martin Mariscal

DATED: 04/02/2024

  
Daniel Garcia (Apr 2, 2024 06:50 PDT)

Daniel Garcia

DATED: 04/02/2024

  
Rafael Rojas (Apr 2, 2024 10:31 PDT)

Rafael Rojas

DATED: 03 / 20 / 2024

  
Jose Hernandez

Jose Hernandez

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DATED: 04 / 01 / 2024

  
\_\_\_\_\_  
Luis Vazquez

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: \_\_\_\_\_

\_\_\_\_\_  
JANCO INDUSTRIES, INC.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

DATED: \_\_\_\_\_

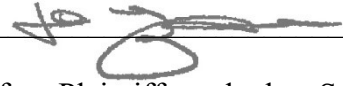
\_\_\_\_\_  
Terry Alexander

DATED: \_\_\_\_\_


\_\_\_\_\_  
Andrew Alexander

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 28, 2024

JCL LAW FIRM, A.P.C.  
By:   
\_\_\_\_\_  
Attorneys for Plaintiff and the Settlement Class Members

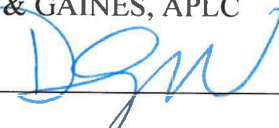
DATED: March 28, 2024

ZAKAY LAW GROUP, APLC  
By:   
\_\_\_\_\_  
Attorneys for Plaintiff and the Settlement Class Members

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DATED: 3/20/2024


GAINES & GAINES, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 04/01/2024

DREW LEWIS, PC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: \_\_\_\_\_

GORDON REES SCULLY MANSUKHANI, LLP

By: \_\_\_\_\_

Roger M. Mansukhani, Esq.  
Bimali Walgampaya, Esq.  
Heather T. Daiza, Esq.

Attorney for Defendants

# EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Mariscal, et al. v. Janco Industries, Inc., San Joaquin County Superior Court Case No. STR-CV-UOE-2022-7290)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	<p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Claims Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.</p>
<b>Exclude Yourself</b>	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Claims Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b>. Even if you exclude yourself, you will still be a PAGA Group Member subject to the PAGA settlement.</p> <p>Instructions are set forth below.</p>
<b>Object</b>	<p>You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court.</p> <p>Directions are provided below.</p>

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Martin Mariscal, Plaintiff Daniel Garcia, Plaintiff Jose Hernandez, Plaintiff Rafael Rojas, and Plaintiff Luis Vazquez (“Plaintiffs”) and Defendant Janco Industries, Inc., Defendant Terry Alexander, and Defendant Andrew Alexander (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All non-exempt employees who are or previously were employed by Janco and performed work in California during the period between August 19, 2018 to January 12, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## **2. What is this class action lawsuit about?**

In this lawsuit, which was consolidated on March 30, 2023, Plaintiffs claim that Defendants (1) failed to pay all wages due; (2) failed to provide legally compliant meal and rest periods, or compensation in lieu thereof; (3) failed to reimburse for all business-related expenses; (4) failed to issue accurately itemized wage statements; (5) failed to timely pay all wages due at the separation of employment; (6) violated California's Unfair Competition laws; and (7) that these violations entitle Plaintiffs to recovery civil penalties on behalf of the State of California under the Private Attorneys General Act ("PAGA"). Currently, this matter resides with the Honorable George Abdallah Jr., Department 10 of the Stockton Courthouse.

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representatives are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times it complied with the California Labor Code, the California Business & Professions Code, and the Industrial Welfare Commission Wage Orders.

On October 11, 2023, the Parties participated in an all-day mediation with Steve Rottman, an experienced mediator of wage and hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on **MONTH XX, 202X**. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APC, Gaines & Gaines, APLC, and Drew Lewis, PC to serve as Class Counsel.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant has agreed to pay an amount of Two Million Dollars (\$2,000,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, PAGA Group Members, Attorneys' Fees, Attorneys' Expenses, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Claims Administrator in three installments, commencing 14 days after the Final Judgment, and completed a year after Final Judgment. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. The amount paid to the Claims Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed Thirteen Thousand Dollars (\$13,000.00) for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action,



not to exceed one-third of the Gross Settlement Amount, currently estimated to be Seven Hundred Thousand Dollars (\$700,000.00), and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to Thirty Thousand Dollars (\$30,000.00) for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Awards. Service Awards in the amount of Fifteen Thousand Dollars (\$15,000.00) to Plaintiffs Mariscal, Garcia, Rojas, and Hernandez and in the amount of Thirty Thousand Dollars (\$30,000.00) to Plaintiff Vazquez, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of One Hundred Thousand Dollars (\$100,000.00) to be allocated from the Gross Settlement Amount, relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$25,000.00) going to the PAGA Group Members ("PAGA Group Payment") and 75% of the payment (\$75,000.00) going to the State of California's Labor and Workforce Development Agency ("LWDA") ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants.
- Calculation of PAGA Group Payments to PAGA Group Members. The PAGA Group Payment shall be distributed to the PAGA Group Members irrespective of whether they exclude themselves or opt-out. The PAGA Group Payment will be divided by the total number of pay periods worked by all PAGA Group Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Group Member during the PAGA Period. "PAGA Group Members" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between July 13, 2021, to January 12, 2024.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Claims Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Payment paid to PAGA Group Members, and each PAGA Group Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. As of the Effective Date, subject to Defendants' full payment of the Gross Settlement Amount, and in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the named Defendants, together with their officers, directors, employees, members, member managers, owners, affiliates and agents (the "Released Parties") from the all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period (the "Released Class Claims"). .

Released PAGA Claims. As of Effective Date, subject to Defendants' full payment of the Gross Settlement Amount, and in exchange for the consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of California release the Released Parties from all PAGA claims alleged, or reasonably could have been alleged, in the Operative Complaint and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period (the "PAGA Released Claims"). As a result of this release, the PAGA Class Members shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

**Defendants' records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (August 19, 2018 to January 12, 2024).**

**Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_\_ >>.**

**Defendants' records reflect that you have << \_\_\_\_\_ >> pay periods worked during the PAGA Period (July 13, 2021 to January 12, 2024).**

**Based on this information, your estimated PAGA Group Payment is << \_\_\_\_\_ >>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Claims Administrator at the address

provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### 6. How can I get a payment? When will I be paid?

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: Apex Class Action Settlement Administration.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Claims Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the Claims Administrator's website at <https://www.apexclassaction.com/>.

If the Court approves the settlement, and if you do not opt out, your Individual Settlement Payment and PAGA Group Payment will be received in three payments, which are expected to take place on \_\_\_\_\_ [approximately 45 days after Final Approval Hearing], \_\_\_\_\_ [approximately 225 days after Final Approval Hearing], and \_\_\_\_\_ [approximately 405 days after Final Approval Hearing].

#### 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Group Payment.

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Claims Administrator is Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Mariscal, et al. v. Janco Industries, Inc.*, currently pending in Superior Court of San Joaquin, Case No. STR-CV-UOE-2022-7290. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### 8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Mariscal, et al. v. Janco Industries, Inc., San Joaquin County Superior Court Case No. STR-CV-UOE-2022-7290*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Claims Administrator no later than \_\_\_\_\_.** The address for the Claims Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
Fax: (619) 599-2891  
E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Fax: (619) 599-8291  
E-Mail: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for Defendant:**

Roger M. Masukhani, Esq.  
Bimali Walgampaya, Esq.  
Heather T. Daiza, Esq.  
Gordon Rees Scully Mansukhani, LLP  
101 W. Broadway, Suite 2000,  
San Diego, CA 92101  
Tel.: (619) 696-6700  
Fax: (619) 696-7124

**Class Counsel:**

Daniel Gaines, Esq.  
Gaines & Gaines, APLC  
4550 E. Thousand Oaks Blvd.,  
Suite 100  
Westlake Village, CA 91362  
Tel.: (818) 703-8985  
Fax: (818) 703-8984  
E-Mail: [daniel@gaineslawfirm.com](mailto:daniel@gaineslawfirm.com)

**Class Counsel:**

Drew Lewis, Esq.  
Drew Lewis, PC  
2999 Douglas Blvd., Suite 180  
Roseville, CA 95661  
Tel: (833) 600-7400  
E-Mail: [drew@drewlewis.law](mailto:drew@drewlewis.law)

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at **00:00 AM/PM on \_\_\_\_\_**, at the San Joaquin County Superior Court, Department 10A, located at 180 E. Weber Avenue, Stockton, CA 95202 before Judge George Abdallah Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### **10. How do I get more information about the Settlement?**

You may call the Claims Administrator at 1-800-355-0700 or write to *Mariscal, et al. v. Janco Industries, Inc.*, currently pending in San Joaquin County Superior Court Case No. *STR-CV-UOE-2022-7290*, Claims Administrator, c/o Apex Class Action Settlement Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- You must inform the Claims Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Claims Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres, pursuant to California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.

# EXHIBIT B