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14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN BERNARDINO**

17 STEVEN ARREOLA, an individual, on
18 behalf of himself and others similarly
situated,

19 Plaintiff,

20 vs.

21 JBT AEROTECH CORPORATION; and
22 DOES 1 to 50, inclusive,

23 Defendants.
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25
26
27
28

CASE NO.: CIVSB2407032

Assigned for all purposes to Judge Carlos
Cabrera in Dept. S24-SBJC

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff STEVEN ARREOLA (“Plaintiff Arreola”), BRONSON ROBINSON
3 (“Plaintiff Robinson”), and JACOBI WILLIAMS (“Plaintiff Williams”) (collectively
4 “Plaintiffs”) and DEFENDANT JBT AEROTECH CORPORATION and DEFENDANT
5 OSHKOSH AEROTECH, LLC (collectively “Defendants”). The Agreement refers to Plaintiffs
6 and Defendants collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
9 Defendants captioned *Steven Arreola, et al. v. JBT Aerotech Corporation*, Case Number
10 CIVSB2407032, initiated on March 1, 2024, and pending in Superior Court of the State of
11 California, County of San Bernardino.

12 1.2. “Administrator” means Apex Class Action LLC the neutral entity the Parties
13 have agreed to appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be
15 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses not to
16 exceed \$7,000.00.

17 1.4. “Aggrieved Employee” means all persons employed by JBT Aerotech
18 Corporation and/or Oshkosh Aerotech, LLC in California and classified as a non-exempt hourly
19 employee during the PAGA Period.

20 1.5. “Class” means all persons employed by JBT Aerotech Corporation and/or
21 Oshkosh Aerotech, LLC in California and classified as non-exempt hourly during the Class
22 Period.

23 1.6. “Class Counsel” means Darren M. Cohen of Law Offices of Darren M. Cohen,
24 APC, Harout Messrelian of Messrelian Law, Inc., and Joseph Lavi, Vincent C. Granberry, and
25 Alexander J. Aroeste of Lavi & Ebrahimian, LLP.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses
27 Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable
28 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1 1.8. "Class Data" means Class Member identifying information in Defendants'
2 possession including the Class Member's name, last-known mailing address, Social Security
3 number, and number of Class Period Workweeks and PAGA Pay Periods.

4 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
5 either a Participating Class Member or Non-Participating Class Member (including a Non-
6 Participating Class Member who qualifies as an Aggrieved Employee).

7 1.10. "Class Member Address Search" means the Administrator's investigation and
8 search for current Class Member mailing addresses using all reasonably available sources,
9 methods and means including, but not limited to, the National Change of Address database, skip
10 traces, and direct contact by the Administrator with Class Members.

11 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
13 Class Members in English in the form, without material variation, attached as Exhibit A and
14 incorporated by reference into this Agreement.

15 1.12. "Class Period" means the period from March 1, 2020 to February 21, 2025.

16 1.13. "Class Representative" means the named Plaintiffs in the operative complaint in
17 the Action seeking Court approval to serve as a Class Representatives.

18 1.14. "Class Representative Service Payments" means the payment to the Class
19 Representatives for initiating the Action and providing services in support of the Action.

20 1.15. "Court" means the Superior Court of California, County of San Bernardino.

21 1.16. "Class Workweek" means any Workweek during which a Class Member worked
22 for Defendants for at least one day during the Class Period.

23 1.17. "Defendant" means named Defendant JBT Aerotech Corporation and/or
24 Defendant OshKosh Aerotech, LLC.

25 1.18. "Defense Counsel" means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

26 1.19. "Effective Date" means the date by when both of the following have occurred:
27 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
28 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if

1 no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b)
2 if one or more Participating Class Members objects to the Settlement, the day after the deadline
3 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
4 the day after the appellate court affirms the Judgment and issues a remittitur.

5 1.20. "Final Approval" means the Court's order granting final approval of the
6 Settlement.

7 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final
8 Approval of the Settlement.

9 1.22. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
10 Approval of the Settlement.

11 1.23. "Gross Settlement Amount" means \$1,100,000.00 which is the total amount
12 Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The
13 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
14 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
15 Representative Service Payments, and the Administrator's Expenses.

16 1.24. "Individual Class Payment" means the Participating Class Member's pro rata
17 share of the Net Settlement Amount calculated according to the number of Workweeks worked
18 during the Class Period.

19 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
20 25% of the PAGA Penalties calculated according to the number of Workweeks worked during
21 the PAGA Period.

22 1.26. "Judgment" means the judgment entered by the Court based upon the Final
23 Approval.

24 1.27. "LWDA" means the California Labor and Workforce Development Agency, the
25 agency entitled, under Labor Code § 2699, subd. (m).

26 1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
27 LWDA under Labor Code § 2699, subd. (m).

28 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the

1 following payments in the amounts approved by the Court: Individual PAGA Payments, the
2 LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
4 remainder is to be paid to Participating Class Members as Individual Class Payments.

5 1.30. “Non-Participating Class Member” means any Class Member who opts out of
6 the Settlement by sending the Administrator a valid and timely Request for Exclusion.

7 1.31. “PAGA Workweek” means any Workweek during which an Aggrieved
8 Employee worked for Defendants for at least one day during the PAGA Period.

9 1.32. “PAGA Period” means the period from November 7, 2021 to February 21, 2025.

10 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et*
11 *seq.*).

12 1.34. “PAGA Notice” means Plaintiffs’ July 11, 2025 letter to Defendants and the
13 LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).

14 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
15 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00)
16 and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

17 1.36. “Participating Class Member” means a Class Member who does not submit a
18 valid and timely Request for Exclusion from the Settlement.

19 1.37. “Plaintiffs” means Steven Arreola, Bronson Robinson, and Jacobi Williams, the
20 named plaintiffs in the Action.

21 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
22 of the Settlement.

23 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary
24 Approval of the Settlement.

25 1.40. “Released Class Claims” means the claims being released as described in
26 Paragraph 5.2 below.

27 1.41. “Released PAGA Claims” means the claims being released as described in
28 Paragraph 5.3 below.

1 1.42. “Released Parties” means: Defendants and their past, present, and/or future,
2 direct and/or indirect, officers, directors, members, managers, employees, agents,
3 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
4 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
5 venturers.

6 1.43. “Request for Exclusion” means a Class Member’s submission of a written
7 request to be excluded from the Class Settlement signed by the Class Member.

8 1.44. “Response Deadline” means sixty (60) days after the Administrator mails Notice
9 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
10 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or
11 mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent
12 after having been returned undeliverable to the Administrator shall have an additional fourteen
13 (14) calendar days beyond the Response Deadline has expired.

14 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
15 the Judgment.

16 1.46. “Workweek” means any week during which a Class Member worked for
17 Defendant for at least one day, during the Class Period and/or PAGA Period.

18 **2. RECITALS.**

19 2.1. On February 24, 2022, Plaintiff Robinson sent a letter to the LWDA alleging that
20 Defendants violated Labor Code §§ 203, 204, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d),
21 1194, 1197, 1197.1, 2800, and 2802.

22 2.2. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiff Robinson gave timely
23 written notice to Defendants and the LWDA by sending the PAGA Notice.

24 2.3. On January 11, 2023, Plaintiff Robinson commenced an Action by filing a
25 Complaint styled *Bronson Robinson v. JBT Aerotech Corporation*, in Los Angeles Superior
26 Court, Case Number 24STCV00612, alleging a single cause of action against Defendants for
27 Civil Penalties Pursuant to the PAGA (the “Robinson action”).

28 2.4. On March 1, 2024, Plaintiff Arreola sent a letter to the LWDA alleging that

1 Defendants violated Labor Code §§ 203, 226(a), 226.7, 245-248.5, 510, 512, 558, 1194, 1197,
2 1199, and 2802.

3 2.5. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiff Arreola gave timely written
4 notice to Defendants and the LWDA by sending the PAGA Notice.

5 2.6. On March 1, 2024, Plaintiff Arreola commenced this Action by filing a
6 Complaint alleging causes of action against Defendants for (1) Failure to Pay Wages and/or
7 Overtime Under Labor Code §§ 510, 1194, and 1199; (2) Failure to Keep Records Pursuant to
8 Labor Code § 1199(c) and Wage Order 4-20021; (3) Failure to Provide Meal Periods Pursuant
9 to Labor Code §§ 226.7 and 512; (4) Failure to Provide Rest Periods Pursuant to Labor Code
10 § 226.7; (5) Violation of Labor Code § 226(a); (6) Failure to Reimburse Expenses Pursuant to
11 Labor Code § 2802; (7) Penalties Pursuant to Labor Code § 203; and (8) Violation of Business
12 & Professions Code § 17200 (the “Arreola action”).

13 2.7. On June 20, 2024, Plaintiff Williams sent a letter to the LWDA alleging that
14 Defendants violated Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
15 and 2802.

16 2.8. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiff Williams gave timely
17 written notice to Defendants and the LWDA by sending the PAGA Notice.

18 2.9. On June 20, 2024, Plaintiff Williams commenced an Action by filing a
19 Complaint styled *Jacobi Williams v. JBT Aerotech Corporation*, in Los Angeles Superior Court,
20 Case Number 24STCV15497, alleging causes of action against Defendants for (1) Failure to
21 Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code §§ 1194 and
22 1197; (2) Failure to Pay Overtime Wages for Daily Overtime Worked in Violation of Labor
23 Code §§ 510 and 1194; (3) Failure to Authorize or Permit Meal Periods in Violation of Labor
24 Code §§ 512 and 226.7; (4) Failure to Authorize or Permit Rest Periods in Violation of Labor
25 Code §226.7; (5) Failure to Indemnify Employees for Employment-Related
26 Losses/Expenditures in violation of Labor Code § 2802; (6) Failure to Provide Complete and
27 Accurate Wage Statements in Violations of Labor Code § 226(a); (7) Failure to Timely Pay All
28 Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of

1 Labor Code §§ 201, 202, and 203; and (8) Unfair Business Practices, in Violation of Business
2 and Professions Code § 17200, *et seq.*

3 2.10. On August 26, 2024, Plaintiff Williams commenced an Action by filing a
4 Complaint styled *Jacobi Williams v. JBT Aerotech Corporation*, in Los Angeles Superior Court,
5 Case Number 24STCV21741, alleging a cause of action against Defendants for Civil Penalties
6 Pursuant to the PAGA, Labor Code § 2698, *et seq.* (the “Williams action”).

7 2.11. On January 22, 2025, the Parties participated in an all-day mediation presided
8 over by Jason C. Marsili, Esq., which resulted in a resolution. On January 22, 2025, the Parties
9 executed a Memorandum of Understanding, which led to this Agreement to settle the Action.

10 2.12. On July 11, 2025, Plaintiff Arreola sent an amended letter to the LWDA in an
11 abundance of caution for the purpose of clarifying facts and theories related to a negotiated and
12 mediated class and PAGA settlement.

13 2.13. On July 30, 2025, Plaintiff Arreola filed a First Amended Class Action
14 Complaint, including, but limited to, all claims previously alleged in the Arreola action,
15 Robinson action and the Williams action, and adding OshKosh Aerotech, LLC as a named
16 defendant. The First Amended Class Action Complaint is the operative complaint in the Action
17 (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny
18 any failure to comply with the laws identified in in the Operative Complaint, and deny any and
19 all liability for the causes of action alleged.

20 2.14. Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through
21 informal discovery, time and pay records, employee handbooks, Defendants’ policies and
22 procedures, and other relevant information. Plaintiffs’ investigation was sufficient to satisfy the
23 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
24 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
25 (“*Dunk/Kullar*”).

26 2.15. The Court has not granted class certification.

27 **3. MONETARY TERMS.**

28 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,

1 Defendants promise to pay \$1,100,000.00 and no more as the Gross Settlement Amount and to
2 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
3 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
4 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
5 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
6 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
7 payment. None of the Gross Settlement Amount will revert to Defendants.

8 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
9 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
10 the Court in the Final Approval:

11 3.2.1. To Plaintiffs: Class Representative Service Payments to each of the
12 Class Representatives of not more than \$10,000.00 (in addition to any Individual Class Payment
13 and any Individual PAGA Payment the Class Representative is entitled to receive as a
14 Participating Class Member). Defendants will not oppose Plaintiffs' request for the Class
15 Representative Service Payments that does not exceed this amount. As part of the motion for
16 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court
17 approval for any Class Representative Service Payments no later than sixteen (16) court days
18 prior to the Final Approval Hearing. If the Court approves a Class Representative Service
19 Payments less than the amount requested, the Administrator will retain the remainder in the Net
20 Settlement Amount. The Administrator will pay the Class Representative Service Payments
21 using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes
22 owed on the Class Representative Service Payments. Plaintiffs shall hold Released Parties
23 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the
24 Class Representative Service Payments. Plaintiffs shall not have the right to revoke their
25 Agreement to the Settlement on the grounds the Court did not approve any or all of their request
26 for a Class Representative Service Payments.

27 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
28 33 1/3%, which is currently estimated to be \$366,666.67 and a Class Counsel Litigation

1 Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for these
2 payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will
3 file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later
4 than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class
5 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
6 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
7 Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising
8 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
9 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
10 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
11 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
12 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
13 Defendants, from any dispute or controversy regarding any division or sharing of any of these
14 Payments. This Settlement is not contingent upon the Court awarding Class Counsel any
15 particular amount in attorney's fees and costs.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to
17 exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the
18 extent the Administration Expenses are less, or the Court approves payment less than \$7,000.00,
19 the Administrator will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment
21 calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks
22 worked by all Participating Class Members during the Class Period and (b) multiplying the
23 result by each Participating Class Member's Class Workweeks.

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of
25 each Participating Class Member's Individual Class Payment will be allocated to settlement of
26 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will
27 be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual
28 Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the

1 “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will
2 be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
3 liability for any employee taxes owed on their Individual Class Payment.

4 3.2.4.2. Effect of Non-Participating Class Members on Calculation
5 of Individual Class Payments. Non-Participating Class Members will not receive any
6 Individual Class Payments. The Administrator will retain amounts equal to their Individual
7 Class Payments in the Net Settlement Amount for distribution to Participating Class Members
8 on a pro rata basis.

9 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
10 amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00)
11 allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual
12 PAGA Payments.

13 3.2.5.1. The Administrator will calculate each Individual PAGA
14 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA
15 Penalties (\$12,500.00) by the total number of PAGA Workweeks worked by all Aggrieved
16 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
17 Employee’s PAGA Workweeks. Aggrieved Employees assume full responsibility and liability
18 for any taxes owed on their Individual PAGA Payment.

19 3.2.5.2. If the Court approves PAGA Penalties of less than the
20 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
21 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

22 **4. SETTLEMENT FUNDING AND PAYMENTS.**

23 4.1. Class Workweeks. Based on a review of its records to date, Defendants estimate
24 there are 260 Class Members who collectively worked a total of 38,369 Workweeks during the
25 Class Period.

26 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary
27 Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the
28 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’

1 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data
2 only for purposes of this Settlement and for no other purpose, and restrict access to the Class
3 Data to Administrator employees who need access to the Class Data to effect and perform under
4 this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it
5 discovers that the Class Data omitted class member identifying information and to provide
6 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
7 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
8 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
9 resolve any issues related to missing or omitted Class Data.

10 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
11 Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of
12 payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) days after
13 the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
15 Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all
16 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
17 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
18 Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of
19 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
20 Representative Service Payments shall not precede disbursement of Individual Class Payments
21 and Individual PAGA Payments.

22 4.4.1. The Administrator will issue checks for the Individual Class Payments
23 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
24 Mail, postage prepaid. The face of each check shall prominently state the date (not less than
25 180 days after the date of mailing) when the check will be voided. The Administrator will
26 cancel all checks not cashed by the void date. The Administrator will send checks for
27 Individual Settlement Payments to all Participating Class Members (including those for whom
28 Class Notice was returned undelivered). The Administrator will send checks for Individual

1 PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who
2 qualify as Aggrieved Employees (including those for whom Class Notice was returned
3 undelivered). The Administrator may send Participating Class Members a single check
4 combining the Individual Class Payment and the Individual PAGA Payment. Before mailing
5 any checks, the Settlement Administrator must update the recipients' mailing addresses using
6 the National Change of Address Database.

7 4.4.2. The Administrator must conduct a Class Member Address Search for all
8 other Class Members whose checks are returned undelivered without USPS forwarding address.
9 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to
10 the USPS forwarding address provided or to an address ascertained through the Class Member
11 Address Search. The Administrator need not take further steps to deliver checks to Class
12 Members whose re-mailed checks are returned as undelivered. The Administrator shall
13 promptly send a replacement check to any Class Member whose original check was lost or
14 misplaced, requested by the Class Member prior to the void date.

15 4.4.3. For any Class Member whose Individual Class Payment check or
16 Individual PAGA Payment check is uncashed and cancelled after the void date, the
17 Administrator shall transmit the funds represented by such checks to the California Controller's
18 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
19 subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

20 4.4.4. The payment of Individual Class Payments and Individual PAGA
21 Payments shall not obligate Defendants to confer any additional benefits or make any additional
22 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
23 this Agreement.

24 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
25 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
26 Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and
27 Class Counsel will release claims against all Released Parties as follows:

28 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses,

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
2 release and discharge Released Parties from all claims, transactions, or occurrences, including,
3 but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the
4 facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably
5 could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA
6 Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to
7 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
8 benefits, social security benefits, workers' compensation benefits that arose at any time, or
9 based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
10 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows
11 or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain
12 effective in all respects, notwithstanding such different or additional facts or Plaintiffs'
13 discovery of them.

14 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

15 For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions,
16 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

21 5.2 Release by Participating Class Members: All Participating Class Members, on
22 behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, release Released Parties from all claims that were
24 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
25 Operative Complaint, including any and all claims involving any alleged failure to pay wages
26 and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to
27 provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse
28 expenses, failure to pay vacation pay at separation, and failure to pay wages upon

1 termination/resignation. Except as set forth in Paragraph 5.3 of this Agreement, Participating
2 Class Members do not release any other claims, including claims for vested benefits, wrongful
3 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
4 disability, social security, workers' compensation, or claims based on facts occurring outside
5 the Class Period.

6 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
7 behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
10 facts stated in the Operative Complaint, and the PAGA Notice, including any and all claims
11 involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records,
12 failure to provide meal periods, failure to provide rest periods, failure to provide accurate
13 itemized wage statements, failure to reimburse expenses, failure to pay vacation pay at
14 separation, and failure to pay wages upon termination/resignation.

15 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
16 and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies
17 with the Court's current checklist for Preliminary Approvals.

18 6.1 Defendants' Declaration in Support of Preliminary Approval. Within fourteen
19 (14) days of the full execution of this Agreement, Defendants will prepare and deliver to Class
20 Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts
21 relevant to any actual or potential conflicts of interest with the Administrator.

22 6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense
23 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of
24 the notice, and memorandum in support, of the Motion for Preliminary Approval that includes
25 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
26 Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting
27 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice;
28 (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for

1 administering the Settlement and attesting to its willingness to serve; competency; operative
2 procedures for protecting the security of Class Data; amounts of insurance coverage for any data
3 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
4 conflicts of interest with Class Members; and the nature and extent of any financial relationship
5 with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs
6 confirming willingness and competency to serve and disclosing all facts relevant to any actual
7 or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
8 declaration from each Class Counsel firm attesting to its competency to represent the Class
9 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial
10 notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code
11 § 2699, subd. (1)(1)), this Agreement (Labor Code § 2699, subd. (1)(2)); and all facts relevant to
12 any actual or potential conflict of interest with Class Members and the Administrator.

13 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
14 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
15 than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date
16 for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
17 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
18 Preliminary Approval to the Administrator.

19 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
20 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
21 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
22 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
23 Preliminary Approval or conditions Preliminary Approval on any material change to this
24 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
25 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
26 and otherwise satisfy the Court's concerns.

27 7. **SETTLEMENT ADMINISTRATION.**

28 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action

1 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
2 Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
3 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
4 and their Counsel represent that they have no interest or relationship, financial or otherwise,
5 with the Administrator other than a professional relationship arising out of prior experiences
6 administering settlements.

7 7.2 Employer Identification Number. The Administrator shall have and use its own
8 Employer Identification Number for purposes of calculating payroll tax withholdings and
9 providing reports state and federal tax authorities.

10 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
11 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
12 Regulation § 468B-1.

13 7.4 Notice to Class Members.

14 7.4.1 No later than three (3) business days after receipt of the Class Data, the
15 Administrator shall notify Class Counsel that the list has been received and state the number of
16 Class Members, PAGA Members, Class Workweeks, and PAGA Workweeks in the Class Data.

17 7.4.2 Using best efforts to perform as soon as possible, and in no event later
18 than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class
19 Members identified in the Class Data, via first-class United States Postal Service (“USPS”)
20 mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The
21 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual
22 Class Payment and/or Individual PAGA Payment payable to the Class Member and/or
23 Aggrieved Employee, and the number of Class Workweeks and PAGA Workweeks used to
24 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
25 Member addresses using the National Change of Address database.

26 7.4.3 Not later than three (3) business days after the Administrator’s receipt of
27 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
28 Notice using any forwarding address provided by the USPS. If the USPS does not provide a

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

5 7.4.4 The deadlines for Class Members' written objections, Challenges to Class
6 Workweeks and/or PAGA Workweeks, and Requests for Exclusion will be extended an
7 additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
8 for all Class Members and/or Aggrieved Employees whose notice is re-mailed. The
9 Administrator will inform the Class Member of the extended deadline with the re-mailed Class
10 Notice.

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

20 7.5 Requests for Exclusion (Opt-Outs).

21 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
22 Settlement must send the Administrator, by fax, or mail, a signed written Request for Exclusion
23 not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional
24 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for
25 Exclusion is a letter from a Class Member or his/her representative that reasonably
26 communicates the Class Member's election to be excluded from the Settlement and includes the
27 Class Member's name, address, and email address or telephone number. To be valid, a Request
28 for Exclusion must be timely faxed, or postmarked by the Response Deadline.

1 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
2 because it fails to contain all the information specified in the Class Notice. The Administrator
3 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
4 identity of the person as a Class Member and the Class Member's desire to be excluded. The
5 Administrator's determination shall be final and not appealable or otherwise susceptible to
6 challenge. If the Administrator has reason to question the authenticity of a Request for
7 Exclusion, the Administrator may demand additional proof of the Class Member's identity. The
8 Administrator's determination of authenticity shall be final and not appealable or otherwise
9 susceptible to challenge.

10 7.5.3 Every Class Member who does not submit a timely and valid Request for
11 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the Participating
13 Class Members' Releases under Paragraphs 5.2, 5.3, and 5.4 of this Agreement, regardless of
14 whether the Participating Class Member actually receives the Class Notice or objects to the
15 Settlement.

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

22 7.6 Challenges to Calculation of Class Workweeks. Each Class Member shall have
23 sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14)
24 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class
25 Workweeks allocated to the Class Member in the Class Notice. The Class Member may
26 challenge the allocation by communicating with the Administrator via fax or mail. The
27 Administrator must encourage the challenging Class Member to submit supporting
28 documentation. In the absence of any contrary documentation, the Administrator is entitled to

1 presume that the Class Workweeks contained in the Class Notice are correct so long as they are
2 consistent with the Class Data. The Administrator's determination of each Class Member's
3 allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to
4 challenge. The Administrator shall promptly provide copies of all challenges to calculation of
5 Class Workweeks to Defense Counsel and Class Counsel and the Administrator's determination
6 of the challenges.

7 7.7 Objections to Settlement.

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

12 7.7.2 Participating Class Members may send written objections to the
13 Administrator, by fax or mail. In the alternative, Participating Class Members may appear in
14 Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
15 Hearing. A Participating Class Member who elects to send a written objection to the
16 Administrator must do so not later than sixty (60) days after the Administrator's mailing of the
17 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was
18 re-mailed).

19 7.7.3 Non-Participating Class Members have no right to object to any of the
20 class action components of the Settlement.

21 7.8 Administrator Duties. The Administrator has a duty to perform or observe all
22 tasks to be performed or observed by the Administrator contained in this Agreement or
23 otherwise.

24 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
25 establish and maintain and use an internet website to post information of interest to Class
26 Members including the date, time and location for the Final Approval Hearing and copies of the
27 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
28 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class

1 Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final
2 Approval and the Judgment. The Administrator will also maintain and monitor a toll-free
3 telephone number to receive Class Member calls and faxes.

4 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
5 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
6 later than five (5) days after the expiration of the deadline for submitting Requests for
7 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing
8 (a) the names and other identifying information of Class Members who have timely submitted
9 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
10 information of Class Members who have submitted invalid Requests for Exclusion; (c) copies
11 of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

20 7.8.4 Class Workweek Challenges. The Administrator has the authority to
21 address and make final decisions consistent with the terms of this Agreement on all Class
22 Member challenges over the calculation of Class Workweeks. The Administrator’s decision
23 shall be final and not appealable or otherwise susceptible to challenge.

24 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the
25 date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
26 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
27 for filing in Court attesting to its due diligence and compliance with all of its obligations under
28 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices

1 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
2 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
3 number of written objections and attach the Exclusion List. The Administrator will supplement
4 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
5 responsible for filing the Administrator's declaration(s) in Court.

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

14 **8. CLASS SIZE ESTIMATES.** Based on its records, Defendants estimate that, as of the
15 date of this Settlement Agreement, there are 260 Class Members and 38,369 Workweeks during
16 the Class Period.

17 In addition, at time of mediation it was estimated that during the statutory period there
18 were a total of approximately 38,369 workweeks worked by Settlement Class Members from
19 March 1, 2020 to February 21, 2025. If it is determined that the number of Workweeks during
20 the Class Period exceed 38,369 by more than ten percent (10%), then Defendants will have an
21 option of either: (a) increasing the Gross Settlement Amount on a proportional basis equal to the
22 percentage increase in number of Workweeks worked by the Class Members above the 10%
23 (*i.e.*, if there was an 11% increase in the number of Workweeks during the Class Period,
24 Defendants would agree to increase the Gross Settlement Amount by 1%); or (b) ending the
25 Class Period on the date on which the number of workweeks is no more than 38,369.

26 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
27 Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members,
28 Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree

1 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
2 whatsoever, and that neither Party will have any further obligation to perform under this
3 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
4 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
5 Court of its election to withdraw not later than seven (7) days after the Administrator sends the
6 final Exclusion List to Defense Counsel; late elections will have no effect.

7 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
8 the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval
9 of the Settlement that includes a request for approval of the PAGA settlement under Labor Code
10 § 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively
11 “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense
12 Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class
13 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
14 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

1 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
2 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
4 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
5 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
6 their respective counsel, and all Participating Class Members who did not object to the
7 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
8 including all rights to post-judgment and appellate proceedings, the right to file motions to
9 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal
10 does not include any waiver of the right to oppose such motions, writs or appeals. If an objector
11 appeals the Judgment, the Parties' obligations to perform under this Agreement will be
12 suspended until such time as the appeal is finally resolved and the Judgment becomes final,
13 except as to matters that do not affect the amount of the Net Settlement Amount.

14 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
15 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
16 material modification of this Agreement (including, but not limited to, the scope of release to be
17 granted by Class Members), this Agreement shall be null and void. The Parties shall
18 nevertheless expeditiously work together in good faith to address the appellate court's concerns
19 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
20 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,
21 reverse, or modify the Court's award of the Class Representative Service Payments or any
22 payments to Class Counsel shall not constitute a material modification of the Judgment within
23 the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

24 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
25 Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed
26 amended judgment.

27 **12. ADDITIONAL PROVISIONS.**

28 12.1 No Admission of Liability, Class Certification or Representative Manageability

1 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
2 claims. Nothing in this Agreement is intended or should be construed as an admission by
3 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
4 have any liability for any claims asserted; nor should it be intended or construed as an
5 admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree
6 that class certification and representative treatment is for purposes of this Settlement only. If,
7 for any reason the Court does not grant Preliminary Approval, Final Approval or enter
8 Judgment, Defendants reserve the right to contest certification of any class for any reasons, and
9 Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the
10 right to move for class certification on any grounds available and to contest Defendants'
11 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have
12 no bearing on, and will not be admissible in connection with, any litigation (except for
13 proceedings to enforce or effectuate the Settlement and this Agreement).

14 12.2 Confidentiality. Plaintiffs and Class Counsel agree not to disclose or publicize
15 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
16 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
17 except Class Members and as shall be contractually required to effectuate the terms of the
18 Settlement. For the avoidance of doubt, this section means that Plaintiffs and Class Counsel
19 agree not to issue press releases, communicate with, or respond to any media or publication
20 entities, publish information in any manner or form, whether printed or electronic, on any
21 medium or otherwise communicate, whether by print, video, recording or any other medium,
22 with any person or entity concerning the Settlement, including the fact of the Settlement, its
23 terms or contents and the negotiations underlying the Settlement, except as shall be
24 contractually required to effectuate the terms of the Settlement. However: (a) for the limited
25 purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class
26 Counsel may disclose the name of the Parties in this action and the venue/case number of this
27 action (but not any other settlement details) for such purposes; and (b) upon direct inquiry from
28 a Class Member, Class Counsel may respond directly to the inquiring Class Member and/or

1 provide the inquiring Class Member with copies of publicly filed documents relating to the
2 lawsuit.

3 12.3 No Solicitation. The Parties separately agree that they and their respective
4 counsel and employees will not solicit any Class Member to opt out of or object to the
5 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
6 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
7 Counsel's ethical obligations owed to Class Members.

8 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
9 Agreement together with its attached exhibits shall constitute the entire agreement between the
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
13 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
14 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
15 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
16 terms of this Agreement including any amendments to this Agreement.

17 12.6 Cooperation. The Parties and their counsel will cooperate with each other and
18 use their best efforts, in good faith, to implement the Settlement by, among other things,
19 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
20 points and authorities as requested by the Court. In the event the Parties are unable to agree
21 upon the form or content of any document necessary to implement the Settlement, or on any
22 modification of the Agreement that may become necessary to implement the Settlement, the
23 Parties will seek the assistance of a mediator and/or the Court for resolution.

24 12.7 No Prior Assignments. The Parties separately represent and warrant that they
25 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
27 cause of action, or right released and discharged by the Party in this Settlement.

28 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense

1 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
2 Settlement be relied upon as such within the meaning of United States Treasury Department
3 Circular 230 (31 CFR Part 10, as amended) or otherwise.

4 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
5 amended, modified, changed, or waived only by an express written instrument signed by all
6 Parties or their representatives, and approved by the Court.

7 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
8 inure to the benefit of, the successors of each of the Parties.

9 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
10 be governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
16 entered during Action and in this Agreement relating to the confidentiality of information shall
17 survive the execution of this Agreement.

18 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
19 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
20 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
21 connection with the Settlement, may be used only with respect to this Settlement, and no other
22 purpose, and may not be used in any way that violates any existing contractual agreement,
23 statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges
24 the Administrator's obligation to provide a Declaration confirming the final pay out of all
25 Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data
26 received from Defendants unless, prior to the Court's discharge of the Administrator's
27 obligation, Defendants make a written request to Class Counsel for the return, rather than the
28 destructions, of Class Data.

1 12.15 Headings. The descriptive heading of any section or paragraph of this
2 Agreement is inserted for convenience of reference only and does not constitute a part of this
3 Agreement.

4 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this
5 Agreement shall be to calendar days. In the event any date or deadline set forth in this
6 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first
7 business day thereafter.

8 12.17 Notice. All notices, demands or other communications between the Parties in
9 connection with this Agreement will be in writing and deemed to have been duly given as of the
10 third business day after mailing by United States mail, or the day sent by email or messenger,
11 addressed as follows:

12 To Plaintiffs:

13 **LAW OFFICES OF DARREN M. COHEN, APC**

14 Darren M. Cohen, Esq.
15 darren@dcohenlegal.com
16 16133 Ventura Blvd., Suite 1200
17 Encino, CA 91436
18 Telephone: (310) 200-7893

17 **MESSRELIAN LAW, INC.**

18 Harout Messrelian, Esq.
19 hm@messrelianlaw.com
20 500 N Central Ave #840
21 Glendale, CA 91203
22 Telephone: (818) 484-6531

21 **LAVI & EBRAHIMIAN, LLP**

22 Joseph Lavi, Esq.
23 jlavi@lelawfirm.com
24 Vincent C. Granberry
25 vgranberry@lelawfirm.com
26 8889 W Olympic Blvd # 200
27 Beverly Hills, CA 90211
28 Telephone: (866) 470-2189

To Defendants:

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

28 Aaron H. Cole, Esq.
aaron.cole@ogletree.com

1 Daniel N. Rojas, Esq.
2 daniel.rojas@ogletree.com
3 400 South Hope Street, Suite 1200
4 Los Angeles, CA 90071
5 Telephone: 213-438-5846

6 12.18 Execution in Counterparts. This Agreement may be executed in one or more
7 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
8 Agreement shall be accepted as an original. All executed counterparts and each of them will be
9 deemed to be one and the same instrument if counsel for the Parties will exchange between
10 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
11 prove the existence and contents of this Agreement.

12 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
13 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
14 further agree, upon the signing of this Agreement pursuant to Code of Civil Procedure
15 § 583.330, to extend the date to bring a case to trial under Code of Civil Procedure § 583.310
16 for the entire period of this settlement process.

17 12.20 No Unalleged Claims. Plaintiff and Plaintiffs' Counsel represent that Plaintiffs
18 and Plaintiffs' Counsel are not currently aware of any: (a) unalleged claims in addition to, or
19 different from, those which are finally and forever settled and released against the Released
20 Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or
21 causes of action could be brought against Defendants, except such facts and theories specifically
22 alleged in the Operative Complaint in this Action. Plaintiff and Plaintiffs' Counsel further
23 represent that, other than the instant Action, they have no current intention of asserting any
24 other claims against Defendants in any judicial or administrative forum as of January 22, 2025.
25 Plaintiffs and Plaintiffs' Counsel further represent that they do not currently know of or
26 represent any persons who have expressed any interest in pursuing litigation or seeking any
27 recovery against Defendants, with the exception of the case *Walker v. Oshkosh Aerotech, LLC*,
28 Los Angeles County Superior Court, Case Number 24STCV18542, filed on July 25, 2024,
represented by Bibiyan Law Group, P.C. The Parties acknowledge, understand and agree that

1 the representations described in this paragraph are essential to the Agreement and that this
2 Agreement would not have been entered into were it not for this representation.

3
4 Dated: 09/03/2025

5 Steven Arreola

6 Steven Arreola
7 For Plaintiffs

Dated: 9/3/2025


ID JzLwXWTqNRPze27YbZuZdnFg

Bronson Robinson
For Plaintiffs

8 Dated: 08/28/2025

9 JW

10
11 Jacobi Williams
12 For Plaintiffs

Dated: _____

Name:
Title:
Defendants

13
14 Dated: 09/03/25

15 Darren M. Cohen

16 Darren M. Cohen
17 Law Offices of Darren M. Cohen, APC
18 Counsel for Plaintiffs

Dated: 9/3/2025


ID vPBLvhKHpaHJFk8djMbVH1zk

Harout Messrelian
Messrelian Law, Inc.
Counsel for Plaintiffs

19 Dated: 09/02/2025

20 JL

21 Joseph Lavi
22 Vincent C. Granberry
23 Alexander J. Aroeste
24 Lavi & Ebrahimiyan, LLP
25 Counsel for Plaintiffs

Dated: _____

Aaron H. Cole
Daniel N. Rojas
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Defendants.

1 the representations described in this paragraph are essential to the Agreement and that this
2 Agreement would not have been entered into were it not for this representation.

4 Dated: _____

Dated: _____

6 _____
7 Steven Arreola
For Plaintiffs

Bronson Robinson
For Plaintiffs

8 Dated: _____

Dated: 03-Sep-2025

10 _____
11 Jacobi Williams
For Plaintiffs

Signed by:
Ed Schodrof

Name: Ed Schodrof
Title: VP Finance
Defendants

14 Dated: _____

Dated: _____

16 _____
17 Darren M. Cohen
Law Offices of Darren M. Cohen, APC
Counsel for Plaintiffs

Harout Messrelian
Messrelian Law, Inc.
Counsel for Plaintiffs

19 Dated: _____

Dated: _____

21 _____
22 Joseph Lavi
23 Vincent C. Granberry
Alexander J. Aroeste
Lavi & Ebrahimian, LLP
Counsel for Plaintiffs

Aaron H. Cole
Daniel N. Rojas
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Defendants.

1 the representations described in this paragraph are essential to the Agreement and that this
2 Agreement would not have been entered into were it not for this representation.

4 Dated: _____

Dated: _____

6 _____
7 Steven Arreola
For Plaintiffs

Bronson Robinson
For Plaintiffs

8 Dated: _____

Dated: _____

11 _____
12 Jacobi Williams
For Plaintiffs

Name:
Title:
Defendants

14 Dated: _____

Dated: _____

16 _____
17 Darren M. Cohen
Law Offices of Darren M. Cohen, APC
Counsel for Plaintiffs

Harout Messrelian
Messrelian Law, Inc.
Counsel for Plaintiffs

19 Dated: _____

Dated: 04-Sep-2025

21 _____
22 Joseph Lavi
23 Vincent C. Granberry
Alexander J. Aroeste
Lavi & Ebrahimian, LLP
Counsel for Plaintiffs

Signed by:


Aaron H. Cole
Daniel N. Rojas
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Defendants.

EXHIBIT A

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

Steven Arreola, et al. v. JBT Aerotech Corporation, et al.
San Bernardino Superior Court Case Number CIVSB2407032

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant JBT Aerotech Corporation and Defendant Oshkosh Aerotech, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by employees Steven Arreola, Bronson Robinson, and Jacobi Williams (“Plaintiffs”) and seeks compensation for alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse expenses, failure to pay wages upon termination/resignation, and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Defendants during the Class Period (March 1, 2020 to February 21, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (November 7, 2021 to February 21, 2025). (“Aggrieved Employees”).

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

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

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

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

that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You</p>

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

1. WHAT IS THE ACTION ABOUT?

Plaintiffs were Defendants’ employees. The Action accuses Defendants of violating California labor laws by failing to pay wages on/or overtime wages, failing to maintain accurate records, failing to provide meal periods, failing to provide rest periods, failing to provide accurate itemized wage statements, failing to reimburse expenses, and failing to pay wages upon termination/resignation. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Darren M. Cohen of Law Offices of Darren M. Cohen, APC, Harout Messrelian of Messrelian Law, Inc., and Joseph Lavi, Vincent C. Granberry, and Alexander J. Aroeste of Lavi & Ebrahimian, LLP. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,

Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$1,100,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$366,666.67 (33 1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to each of the Class Representatives as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including any and all claims involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse expenses, failure to pay vacation pay at separation, and failure to pay wages upon termination/resignation. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including any and all claims involving any alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to reimburse expenses, failure to pay vacation pay at separation, and failure to pay wages upon termination/resignation.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks employed by all Participating Class Members, and (b) multiplying the result by the number of Workweeks employed by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods employed by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods employed by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you were employed during the Class Period and the number of PAGA Pay Periods you were employed during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Steven Arreola, et al. v. JBT Aerotech Corporation, et al.*, San Bernadino Superior Court Case Number CIVSB2407032, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Steven Arreola, et al. v. JBT Aerotech Corporation, et al.*, San

Bernadino Superior Court Case Number CIVSB2407032, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department S-24 of the San Bernadino Superior Court, located at 247 West Third Street, San Bernadino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.zoomgov.com/my/dept.s24>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. CIVSB2407032. You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernadino Justice Center Courthouse by calling (909) 708-8678.

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

Class Counsel:

Darren M. Cohen, Esq.
darren@dcohenlegal.com
Law Offices of Darren M. Cohen, APC
16133 Ventura Blvd. Suite 1200
Encino, CA 91436
Telephone: (310) 200-7893

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Vincent C. Granberry
vgranberry@lelawfirm.com
Lavi & Ebrahimian, LLP
8889 W Olympic Blvd # 200
Beverly Hills, CA 90211
Telephone: (866) 470-2189

Settlement Administrator:

Apex Class Action LLC
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at _____ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On November 7, 2025, I served all interested parties in this action the following documents
8 described as: **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS**
9 **NOTICE** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

10 Aaron H. Cole, Esq.

11 aaron.cole@ogletree.com

12 Daniel N. Rojas, Esq.

13 daniel.rojas@ogletree.com

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

15 400 South Hope Street, Suite 1200

16 Los Angeles, CA 90071

17 [] (BY MAIL) I am “readily familiar” with the firm’s practice of collection and processing
18 correspondence for mailing. Under that practice it would be deposited with U.S. postal
19 service on that same day with postage fully prepaid at Encino, California in the ordinary
20 course of business. I am aware that on motion of the party served, service is presumed
21 invalid if postal cancellation date or postage meter date is more than one day after date of
22 deposit for mailing in affidavit.

23 [XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the
24 persons at the e-mail address(es) listed on the attached service list. I did not receive, within
25 a reasonable time after the transmission, any electronic message or other indication that the
26 transmission was unsuccessful. A pdf copy of which was sent via email to the above email
27 address(es).

28 [XX] (STATE) I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

Executed on November 7, 2025, at Los Angeles, California.



Darren M. Cohen