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on behalf of himself and all others similarly situated
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF RIVERSIDE**
14

15 DUSTIN DEBRUYN, on behalf of himself and
others similarly situated,

16 Plaintiff,

17 vs.

18 EVERGREEN, an entity of unknown form;
19 EVERGREEN RECYCLING, LLC, a Delaware
limited liability company; and DOES 1 through
20 50, inclusive,

21 Defendants.
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Case No. CVRI2401103

~~REVISED PROPOSED~~ ORDER
**PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT PURSUANT TO
THE TERMS OF THE CLASS ACTION
AND PAGA SETTLEMENT AGREEMENT**

[Assigned for all purposes to
The Honorable Harold W. Hopp, Dept. 1]

Reservation #: **536603035648**

Action Filed: February 29, 2024
Trial Date: None

1 This matter came on for hearing on January 15, 2026, upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Class Action and
3 PAGA Settlement Agreement (the “Settlement Agreement”) attached as **Exhibit 1** to the
4 Supplemental Declaration of Enoch J. Kim in Support of Motion For Preliminary Approval of
5 Class Action Settlement filed on December 5, 2025. Having considered the Settlement, all papers
6 and proceedings held herein, and having reviewed the entire record in this action, Case No.
7 CVRI2401103, entitled *Dustin Debruyne v. Evergreen, et al.* (the “Action”), and good cause
8 appearing, the Court finds that:

9 WHEREAS, plaintiff Dustin Debruyne (“Plaintiff”) has alleged claims against defendant
10 Evergreen Recycling, LLC (“Defendant”) on behalf of himself and on behalf of others similarly
11 situated, comprising: all persons employed by Defendant in California and classified as a non-
12 exempt hourly employee who worked for Defendant during the Class Period from June 9, 2021
13 through October 15, 2024; and

14 WHEREAS, Plaintiff asserts claims against Defendant for (1) Failure to Pay Minimum
15 Wage; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability
16 under Labor Code § 226.7; (4) Rest Break Liability under Labor Code § 226.7; (5) Failure to Pay
17 Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (7)
18 Reimbursement of Necessary Expenditures under Labor Code § 2802; (8) Violation of Labor Code
19 § 226(a); (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
20 (10) Penalties Pursuant to Labor Code § 203; (11) Violation of Business & Professions Code §
21 17200 *et seq.*; and (12) Penalties Pursuant to Labor Code § 2699, *et seq.*; and

22 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
23 law alleged in this Action, and further denies any liability whatsoever to Plaintiff or to the Class
24 Members; and

25 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
26 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
27 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

28 WHEREAS, the Parties agreed to resolve the Action and entered into the Settlement on or

1 about December 6, 2024, which provides for a release, of the claims asserted in the Action against
2 Defendant on the terms and conditions set forth in the Settlement, subject to the approval of this
3 Court;

4 NOW, therefore, the Court grants preliminary approval of the Settlement, and

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. To the extent defined in the Class Action and PAGA Settlement Agreement, the
7 terms in this Order shall have the meanings set forth therein.

8 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
9 Class.

10 3. The Class is defined as follows: all persons employed by Defendant in California
11 and classified as non-exempt hourly employees who worked for Defendant during the Class Period,
12 which is the period from June 9, 2021 to October 15, 2024.

13 4. The Aggrieved Employee is defined as follows: a person employed by Defendant in
14 California and classified as a non-exempt hourly employee who worked for Defendant during the
15 PAGA Period, which is the period from February 28, 2023 to December 6, 2024.

16 5. The Court has determined that the intended notice to be given to the Class fully and
17 accurately informs all persons in the Class of all material elements of the proposed Settlement,
18 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
19 sufficient notice to all Class Members.

20 6. The Court hereby grants preliminary approval of the Settlement as fair, reasonable,
21 and adequate in all respects to the Class Members and Orders the parties to consummate the
22 Settlement in accordance with the terms of the Settlement Agreement.

23 7. The plan of distribution as set forth in the Settlement providing for the distribution
24 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
25 reasonable, and adequate.

26 8. The plan of distribution as set forth in the Settlement providing for the distribution
27 of the PAGA Penalties, which consists of the LWDA PAGA Payment and Individual PAGA
28 Payments to the Aggrieved Employees, is preliminarily approved as being fair, reasonable, and

1 adequate.

2 9. The Court preliminarily appoints as Class Counsel the following attorneys: Roman
3 Shkodnik, Enoch J. Kim, Emma Geesaman, and Norayr Zakaryan of D.Law, Inc., 450 N. Brand
4 Blvd., Suite 840, Glendale, CA, 91203.

5 10. The Court preliminarily appoints Dustin Debruyne as the Class Representative.

6 11. The Court preliminarily approves Apex Class Action to function as the Settlement
7 Administrator, including reasonable costs to be paid from the Maximum Settlement Amount. The
8 Settlement Administrator will prepare final versions of the Class Notice, incorporating into it the
9 relevant dates and deadlines set forth in this Order and the Settlement Agreement, and will carry on
10 the notice procedure set forth in the Settlement Agreement.

11 12. This Preliminary Approval Order and the Settlement Agreement, and all papers
12 related thereto, are not, and shall not be construed to be, an admission by Defendant of any
13 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such
14 liability, claim, or wrongdoing in this Action or in any other proceeding.

15 13. In the event that the Settlement does not become effective in accordance with the
16 terms of the Settlement, then this Preliminary Approval Order shall be rendered null and void to
17 the extent provided by and in accordance with the Settlement and shall be vacated, and, in such
18 event, all orders entered and releases delivered in connection herewith shall be null and void to the
19 extent provided by and in accordance with the Settlement, and each party shall retain his or its
20 rights to proceed with litigation of the Action.

21 14. The Court hereby approves, as to form and content, the Notice, Objection Form, and
22 Request for Exclusion Form (“Opt Out Form”) (collectively “Notice Packet”) that are attached as
23 **Exhibits 1, 2 and 3** to this Order. The Court approves the procedure set forth in the Settlement for
24 Class Members to participate in, opt out of, and object to the Settlement as set forth in the Notice.

25 15. The Notice, Opt Out Form, and Objection Form shall be sent by first class mail to
26 the Class in accordance with the schedule set forth below. The dates selected for the mailing and
27 distribution of the Notice Packet as set forth below meet the requirements of due process and
28 provide the best notice practicable under the circumstances and shall constitute due and sufficient

1 notice to all persons entitled thereto:

- 2 a) Deadline for Defendant to provide to Settlement Administrator the class list and
3 related information in electronic form: 15 days after the Order granting preliminary
4 approval or court approval of the Notice Packet, whichever is later.
- 5 b) Deadline for Settlement Administrator to mail the Notice Packet by first-class
6 regular U.S. mail: 14 days after receiving the class list and related information.
- 7 c) Deadline for class members to mail requests for exclusion to the Settlement
8 Administrator: 60 days after the mailing of the Notice Packet.
- 9 d) Deadline for class members to mail objections to the Settlement Administrator: 60
10 days after the mailing of the Notice Packet.
- 11 e) Deadline for Class Counsel to file a Motion for Final Approval and a Motion for
12 Attorneys' Fees: **May 19, 2026** (16 court day prior to the Final Approval Hearing)
- 13 f) A Final Approval Hearing on the question of whether the proposed settlement,
14 attorneys' fees and costs to Class Counsel, and the class representative enhancement
15 should be approved as fair, reasonable, and adequate as to the Settlement Class:
16 **June 18, 2026 at 8:30 a.m.**

17 16. Any exclusion forms or objection forms shall be submitted to the Settlement
18 Administrator rather than being filed with the Court. The Settlement Administrator is further
19 ordered to authenticate any exclusions or objections it received to the proposed settlement and to
20 file with the Court a declaration with copies of any exclusions or objections it received to the
21 proposed settlement concurrently with the filing of the Motion for Final Approval of the
22 Settlement.

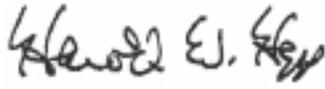
23 17. Any Class Member may choose to opt out of and be excluded from the settlement as
24 provided in the Settlement Agreement and Notice Packet and by using the Opt Out Form or by
25 following the instructions for requesting exclusion. Any person who timely and properly opts out
26 of the settlement will not be bound by the Settlement Agreement or have any right to object,
27 appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such
28 Class Member opting out and must otherwise comply with the requirements delineated in the

1 Settlement Agreement and Notice Packet. Class Members who have not requested exclusion by
2 submitting a valid and timely Opt Out request, by the Opt Out Deadline, shall be bound by all
3 determinations of the Court, the Settlement Agreement, and Judgment.

4 18. Any Class Member may object to and/ or express his or her views regarding the
5 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
6 relevant to the issues to be heard and determined by the Court as provided in the Notice Packet to
7 the Settlement Administrator. Any Class Member must make his or her objection in the manner
8 provided for in the Settlement Agreement and Notice Packet. Any Class Member that serves a
9 proper written objection does not need to appear at the Motion for Final Approval for that Class
10 Member's objection to be considered, and does not need to file or serve, or to state in the objection,
11 a notice of intention to appear at the hearing on the Motion for Final Approval. Class Counsel will
12 provide notice to any objecting party of any continuance of the hearing of the Motion for Final
13 Approval by first class mail.

14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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16 DATED: 08/17/16

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16 _____
17 Hon. Harold W. Hopp
18 Riverside Superior Court Judge

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Exhibit 1

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

Dustin Debruyn v. Evergreen Recycling, LLC
Riverside County Superior Court, Case No. CVRI2401103

***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 Evergreen Recycling, LLC (“Evergreen”) for alleged wage and hour violations. The Action was filed by former Evergreen employee Dustin Debruyn (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Evergreen during the Class Period (June 9, 2021 to October 15, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Evergreen during the PAGA Period (February 28, 2023 to December 6, 2024) (“Aggrieved Employees”). PAGA permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state.

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

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

The above estimates are based on Evergreen’s records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. “Workweek” means any week during which a Class Member worked for Evergreen for at least one day during the Class Period. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Evergreen for at least one day during the PAGA period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. 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 Plaintiff and Plaintiff’s attorneys. The Court will also decide whether to enter a judgment that

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

Evergreen 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 Evergreen that are covered by this Settlement (further explained below).</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. Evergreen must pay Individual PAGA Payments to all Aggrieved Employees and the PAGA claims against Evergreen that are covered by this Settlement will be released (further explained below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</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 Written Challenges Must be</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks and PAGA Pay Periods you worked, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Evergreen's records is stated on the first page of this Notice. If you disagree with either of these numbers,</p>

Submitted _____	by	you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Evergreen employee. The Action accuses Evergreen of violating California labor laws by failing to pay overtime wages, minimum wages, vacation pay, sick pay, wages due upon termination, reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Plaintiff alleges that, based on these violations, Evergreen has committed unfair and unlawful business practices. Based on these same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by the attorneys of D.Law, Inc. in the Action (“Class Counsel”).

Evergreen denies 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 Evergreen or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Evergreen hired a neutral third-party mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Evergreen 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, Evergreen does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether final approval should be granted.

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

1. Evergreen Will Pay \$ 225,000.00 as the Gross Settlement Amount. Evergreen has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Evergreen will fund the Gross Settlement not more than 14 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 Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$75,000.00 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$7,990.00 to the Administrator for services administering the Settlement.
 - d. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to the Aggrieved Employees.

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

3. Net Settlement Amount 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 Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Evergreen 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. Evergreen will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Evergreen have agreed to these allocations, neither side is giving you any advice on whether the payments you receive 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 monies represented by your check is sent to the California Controller's Unclaimed Property Fund, 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 Request for Exclusion Form by the _____ Response Deadline. To be considered valid, your request for exclusion must include the information contained within the "Request for Exclusion Form" along with your signature. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue the wage and hour claims against Evergreen that are being released under the Settlement.

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 but cannot exclude themselves from the release of PAGA claims covered by the Settlement.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Evergreen have agreed that, in either case, the Settlement will be void: Evergreen will not pay any money and Class Members will not release any claims against Evergreen.
8. Administrator. The Court has appointed a neutral company, Apex Class Action (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 remail 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 Evergreen has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, 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 alleged in the Operative Complaint, including: (i) failure to pay all regular wages, minimum

wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay vacation and sick pay; (v) failure to reimburse necessary expenditures; (vi) failure to provide complete, accurate wage statements; (vii) failure to pay wages timely at time of termination or resignation; (viii) failure to maintain accurate records; and (ix) unfair business practices based on the facts alleged in the Operative Complaint (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.2 of the Settlement 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.

"Released Parties" means named Defendant, together with its officers, directors, employees, and agents.

10. PAGA Release. After the Court's judgment is final, and Evergreen has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff and the LWDA will be bound by the following release:

Plaintiff releases all claims for civil penalties and any other relief available under PAGA that could have been sought by the LWDA for the claims identified in Plaintiff's PAGA Notice and the Operative Complaint. Plaintiff does not release any Aggrieved Employee's individual claim for wages or damages.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Evergreen's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA 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 Evergreen's calculation of Workweeks and/or PAGA Pay Periods based on Evergreen's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Evergreen's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Fill out, sign, and send the enclosed Request for Exclusion Form to the Administrator by fax, email, or mail. **The Administrator must be sent your Request for Exclusion Form 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?

Fill out, sign, and send the enclosed Objection Form to the Administrator by fax, email, or mail. Only Participating Class Members have the right to object to the class action components of the Settlement, including contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. If you wish to object to the Settlement, you must also explain your reasoning under the "I object to the settlement for the following reasons" portion of the Objection Form.

The deadline for sending the Objection Form to the Administrator is _____. 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 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Final Approval Hearing, the judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom ((<https://www.riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>)). 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 Evergreen and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also consult the Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2401103 (the Agreement is attached as Exhibit 1 to the Declaration of Enoch J. Kim in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on _____, 2025). The Court is located at 4050 Main Street, Riverside, CA 92501. You can also call or send an email to Class Counsel or the Administrator using the contact information listed below.

Class Counsel:

D.Law, Inc.

Emil Davtyan

Emil@d.law

David Yeremian

d.yeremian@d.law

Roman Shkodnik

r.shkodnik@d.law

Enoch J. Kim

e.kim@d.law

Emma Geesman

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Norayr Zakaryan

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Telephone: (818) 962-6465
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Settlement Administrator:

Name of Company: Apex Class Action
Email Address: [ADMINISTRATOR TO PROVIDE]
Mailing Address: [ADMINISTRATOR TO PROVIDE]
Telephone: [ADMINISTRATOR TO PROVIDE]
Fax Number: [ADMINISTRATOR TO PROVIDE]

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 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.

Exhibit 2

OBJECTION FORM

DUSTIN DEBRUYN v. EVERGREEN ET AL.
Case No. CVRI2401103

TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE TO: [INSERT ADMINISTRATOR] AT _____, CALIFORNIA _____.**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____, 2026

Signature: _____

Exhibit 3

REQUEST FOR EXCLUSION FORM

DUSTIN DEBRUYN v. EVERGREEN ET AL.

Case No. CVRI2401103

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE TO: **INSERT ADMINISTRATOR** AT _____, CALIFORNIA _____.**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following: I do not want to participate in the settlement DUSTIN DEBRUYN v. EVERGREEN ET AL., Case No. CVRI2401103. I understand by not participating and excluding myself from the settlement, that I will not receive any money from the class settlement, but will still be bound by the PAGA settlement if I am an Aggrieved Employee as defined in the settlement agreement.

Executed on _____, 2026

Signature: _____