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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **IN AND FOR THE COUNTY OF ORANGE**

21 CHRISTINA RODRIGUEZ, on behalf of
22 himself and on behalf of all persons similarly
23 situated,

24 **PLAINTIFF,**

25 vs.

26 SHAXON INDUSTRIES, INC., a California
27 corporation; BENJAMIN WANG, an
28 individual; GILBERT WANG, an individual;
and DOES 1-50, Inclusive;

DEFENDANTS.

Case No.: 30-2022-01289124-CU-OE-CXC

[Action Filed October 28, 2022]

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

Judge: Honorable William Cluster
Dept.: CX101

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff Christina Rodriguez (hereinafter “Plaintiff”), on behalf of
3 herself and on behalf of all persons similarly situated, and Defendants Shaxon Industries, Inc.,
4 Benjamin Wang, and Gilbert Wang (hereinafter collectively “Defendants”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class action lawsuit *Rodriguez v. Shaxon Industries,*
7 *Inc.*, Orange County Superior Court, Case No. 30-2022-01289124-CU-OE-CXC,
8 filed October 28, 2022.
- 9 B. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share
10 of the PAGA Payment as described in this Agreement.
- 11 C. “Aggrieved Employees” shall mean all current and former non-exempt employees
12 who worked for Defendants in California at any time during the PAGA Period.
- 13 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
14 Class and PAGA Action and Release of Claims.
- 15 E. “Class Counsel Award” means the award of fees and expenses that the Court
16 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
17 the Class Members, and the Aggrieved Employees in the Action, including their pre-
18 filing investigation, their filing of the Action, all related litigation activities, all
19 Settlement work, all post-Settlement compliance procedures in an amount of up to
20 thirty-five percent (35%) of the Gross Settlement Amount and reimbursement of
21 actually-incurred costs not to exceed \$30,000.00. The attorneys’ fees portion of the
22 Class Counsel Award shall be divided between Class Counsel as follows: one-half
23 (1/2) to JCL Law Firm, APC, and one-half (1/2) to Zakay Law Group, APLC.
- 24 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
25 Shani Zakay of Zakay Law Group, APLC.
- 26 G. “Class Data” means information regarding Class Members that Defendants will in
27 good faith compile from its records and provide to the Settlement Administrator. It
28 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

1 Member's full name; last known address; Social Security Number; start and end dates
2 of employment; and any other information the Settlement Administrator deems
3 necessary to accurately calculate the number of Workweeks and Pay Periods worked
4 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

5 H. "Class Members" or the "Class" means all current and former non-exempt employees
6 who worked for Defendant in California at any time during the Class Period.

7 I. "Class Period" means the period between October 28, 2018, through November 7,
8 2024.

9 J. "Class Representative" shall mean plaintiff Christina Rodriguez.

10 K. "Court" means the Superior Court for the State of California, County of Orange
11 currently presiding over the Action.

12 L. "Defendants" mean Shaxon Industries, Inc. ("Defendant Shaxon"), Benjamin Wang,
13 and Gilbert Wang (collectively, "Defendant Wang").

14 M. "Defense Counsel" means Ted Bacon, Esq., and Skyler May, Esq., of Frost Brown
15 Todd, LLP; Brian Neach, Esq., of the Law Offices of Brian Neach; and Curtis Chen,
16 Esq., of the Law Office of Curtis Chen.

17 N. "Effective Date" means the earliest date, following entry by the Court of an order and
18 judgment finally approving this Settlement, upon which one of the following have
19 occurred: (i) if no objection is filed to the settlement and no objector appears at the
20 hearing on final approval, the date of the Court's entry of the order granting final
21 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
22 hearing on final approval, then the later of the following: (a) the expiration of all
23 potential appeal periods without a filing of a notice of appeal of the final approval
24 order or judgment; (b) final affirmance of the final approval order and judgment by
25 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
26 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
27 the final approval order and judgment is no longer subject to further judicial review.
28

- 1 O. "Funding Date" shall mean the date Defendants have fully funded the Gross
2 Settlement Amount into the QSF in accord with the terms of this Agreement and shall
3 occur as follows: Defendant Shaxon shall pay the First Installment Payment of
4 \$50,000 to the Settlement Administrator within ten (10) calendar days after the Court
5 grants preliminary approval; Defendant Shaxon shall pay the Second Installment of
6 \$50,000 to the Settlement Administrator within one hundred eighty (180) days after
7 the Court grants preliminary approval, Defendant Shaxon shall pay its Third
8 Installment of \$50,000 within three hundred sixty (360) days after the Court grants
9 preliminary approval. Defendant Wang shall pay their portion of the Gross Settlement
10 Amount (\$150,000.00) within fifteen (15) calendar days after the Court grants final
11 approval.
- 12 P. "Gross Settlement Amount" means Three Hundred Thousand Dollars and Zero Cents
13 (\$300,000.00) that Defendants must pay into the QSF in connection with this
14 Settlement, inclusive of the sum of the Class Counsel Award, Individual Settlement
15 Payments, PAGA Payment, Settlement Administration Costs, and Service Award,
16 and is *exclusive* of the employer's share of payroll tax, if any, triggered by any
17 payment under this Settlement.
- 18 Q. "Individual Settlement Payment" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member and excludes any amounts distributed to
20 Aggrieved Employees pursuant to PAGA.
- 21 R. "LWDA Payment" shall mean the seventy-five percent (75%) or Eleven Thousand
22 Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) of the PAGA Payment that
23 shall be paid to the California Labor and Workforce Development Agency
24 ("LWDA").
- 25 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
26 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
27 Costs.
- 28 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the

1 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
2 than formatting changes to facilitate printing by the Settlement Administrator).

3 U. “Operative Complaint” means Plaintiff’s October 28, 2022, Class and Representative
4 Action Complaint, including the June 11, 2024, amendment to identify Defendant
5 Wang as Does 1 and 2.

6 V. “PAGA Pay Periods” means the number of pay periods of employment during the
7 PAGA Period that each Aggrieved Employee worked in California.

8 W. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period
9 for each Aggrieved Employee divided by the sum total of the pay periods for all
10 Aggrieved Employees during the PAGA Period.

11 X. “PAGA Payment” shall mean Fifteen Thousand Dollars (\$15,000) to be allocated
12 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
13 Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the
14 LWDA (“LWDA Payment”). The amount of the PAGA Payment is subject to court
15 approval pursuant to California Labor Code section 2699(l).

16 Y. “PAGA Period” means the period between August 11, 2021, through November 7,
17 2024.

18 Z. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
19 Labor Code § 2698 *et seq.*

20 AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
21 Plaintiff or Defendants, individually.

22 BB. “Payment Ratio” means the respective Workweeks for each Settlement Class Member
23 divided by the sum total Workweeks for all Settlement Class Members.

24 CC. “Plaintiff” shall mean Christina Rodriguez.

25 DD. “QSF” means the Qualified Settlement Fund established, designated and maintained
26 by the Settlement Administrator to fund the Gross Settlement Amount.

27 EE. “Released Class Claims” means all class claims alleged, or reasonably could have
28 been alleged based on the facts alleged in the operative complaint which occurred

1 during the Class Period, and expressly excluding all other claims, including claims
2 for vested benefits, wrongful termination, unemployment insurance, disability, social
3 security, workers' compensation, and class claims outside of the Class Period.

4 FF. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
5 and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period,
6 and expressly excluding all other claims, including claims for vested benefits,
7 wrongful termination, unemployment insurance, disability, social security, workers'
8 compensation, and PAGA claims outside of the PAGA Period.

9 GG. "Released Parties" shall mean Defendants.

10 HH. "Response Deadline" means the date sixty (60) days after the Settlement
11 Administrator mails Notice Packets to Class Members and the last date on which
12 Class Members may submit requests for exclusion or objections to the Settlement.

13 II. "Service Award" means the amount that the Court authorizes to be paid to the Class
14 Representative, in addition to her Individual Settlement Payment and Aggrieved
15 Employee Payment, in recognition of her efforts and risks in assisting with the
16 prosecution of the Action and in exchange for executing a General Release of claims
17 including a Civil Code 1542 waiver.

18 JJ. "Settlement Administrator" means APEX Class Action, LLC, located at 18
19 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
20 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
21 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
22 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
23 of Settlement Class Members. The Settlement Administrator shall maintain the funds
24 until distribution in an account(s) segregated from the assets of Defendants and any
25 person related to Defendants. *All accrued interest shall be paid and distributed to*
26 *the Settlement Class Members as part of their respective Individual Settlement*
27 *Payment.*

1 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who
2 have not submitted a timely and valid Request for Exclusion by the Response
3 Deadline as provided in this Agreement.

4 LL. “Settlement” means the disposition of the Action pursuant to this Agreement.

5 MM. “Workweeks” means any seven (7) consecutive days beginning on Sunday and ending
6 on Saturday, in which a Class Member was employed by Defendant during the Class
7 Period in California.

8 **II. RECITALS**

9 A. On August 11, 2022, Plaintiff filed a Notice of Violations with the Labor and
10 Workforce Development Agency (LWDA) and served the same on Defendant
11 Shaxon.

12 B. On October 28, 2022, Plaintiff filed the class and representative action lawsuit for:

- 13 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 14 2. Failure to pay minimum wages in violation of California Labor Code sections
15 1194, 1197 and 1197.1;
- 16 3. Failure to pay overtime wages in violation of California Labor Code sections
17 510 *et seq*;
- 18 4. Failure to provide required meal periods in violation of California Labor Code
19 sections 226.7 and 512 and the applicable IWC wage order;
- 20 5. Failure to provide required rest periods in violation of California Labor Code
21 sections 226.7 and 512 and the applicable IWC wage order;
- 22 6. Failure to reimburse employees for required expenses in violation of
23 California Labor Code section 2802;
- 24 7. Failure to provide accurate itemized wage statements in violation of California
25 Labor Code section 226;
- 26 8. Failure to provide wages when due in violation of California Labor Code
27 sections 201, 202 and 203; and

1 9. Violation of the Private Attorneys General Act [Labor Code section 2698 *et*
2 *seq.*].

3 C. On May 31, 2023, Plaintiff and Shaxon participated in an all-day mediation presided
4 over by Hon. Steven R. Denton (Ret.), a respected jurist and experienced mediator of
5 wage and hour class and representative actions, which did not result in a settlement.

6 D. On June 11, 2024, Plaintiff filed an Amendment to the Complaint to add DOE
7 Defendants 1 and 2 as Benjamin Wang and Gilbert Wang, respectively. Defendants
8 deny the allegations in the Operative Complaint, deny any failure to comply with the
9 laws identified in in the Operative Complaint and deny any and all liability for the
10 causes of action alleged.

11 E. On June 13, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA
12 and served the same on Defendant Wang.

13 F. On November 7, 2024, Plaintiff and Shaxon participated in a second all-day
14 mediation with presided over by Hon. Steven R. Denton (Ret.).

15 G. On April 1, 2025, the Parties participated in a half-day mediation. The mediation
16 concluded with a settlement, after the Parties agreed to a Mediator's proposal which
17 was subsequently memorialized in the form of a Memorandum of Understanding
18 ("MOU").

19 H. The Class Representative believes she has meritorious claims based on alleged
20 violations of the California Labor Code, and the Industrial Wage Commission Orders,
21 and that class certification is appropriate because the prerequisites for class
22 certification can be satisfied in the Action, and this action is manageable as a PAGA
23 representative action.

24 I. Defendants deny any liability or wrongdoing of any kind associated with the claims
25 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
26 Representative, and further contend that, for any purpose other than settlement, the
27 Action is not appropriate for class or representative action treatment. Defendants
28

1 contend, among other things, that at all times they complied with the California Labor
2 Code and the Industrial Wage Commission Orders.

3 J. The Class Representative is represented by Class Counsel. Class Counsel conducted
4 an investigation into the facts relevant to the Action, including conducting an
5 independent investigation as to the allegations, reviewing documents and information
6 exchanged through informal discovery, and reviewing documents and information
7 provided by Defendants pursuant to informal requests for information to prepare for
8 mediation. Based on their own independent investigation and evaluation, Class
9 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and
10 adequate, and is in the best interest of the Settlement Class in light of all known facts
11 and circumstances, including the risks of significant delay, defenses asserted by
12 Defendants, uncertainties regarding class certification, and numerous potential
13 appellate issues. Although they deny any liability, Defendants are agreeing to this
14 Settlement solely to avoid the inconveniences and cost of further litigation. The
15 Parties and their counsel have agreed to settle the claims on the terms set forth in this
16 Agreement.

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

24 L. The Parties believe that the Settlement is fair, reasonable and adequate. The
25 Settlement was arrived at through arm's-length negotiations, taking into account all
26 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
27 attendant to continuing the Action through trial and any appeal. Accordingly, the
28

1 Parties desire to fully, finally, and forever settle, compromise and discharge all
2 disputes and claims arising from or relating to the Action.

3 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
4 for any reason the settlement does not become effective, Defendants reserve the right
5 to contest certification of any class for any reason and reserves all available defenses
6 to the claims in the Action.

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

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendants.

10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendants will pay the sum of
12 the Individual Settlement Payment, the Service Award, the Class Counsel
13 Award, PAGA Payment, and the Settlement Administration Costs, as
14 specified in this Agreement, equal to the Gross Settlement Amount of Three
15 Hundred Thousand Dollars and Zero Cents (\$300,000.00). The Parties agree
16 that this is a non-reversionary Settlement and that no portion of the Gross
17 Settlement Amount shall revert to Defendants. Other than the Defendants'
18 share of employer payroll taxes, if any, Defendants shall not be required to
19 pay more than the Gross Settlement Amount, except as provided for
20 hereinbelow.

21 2. Class Size. At the time of mediation, Defendants estimated that the Settlement
22 Class was comprised of 132 individuals who collectively worked
23 approximately 15,808 Workweeks ("Projected Workweeks") during the Class
24 Period. In regard hereto, Defendant Shaxon will provide the Settlement
25 Administrator with the Class Data in order to ensure the Settlement
26 Administrator has sufficient time to prepare a declaration prior to the filing of
27 the motion for Preliminary Approval. In the event the number of Workweeks
28 during the Class Period increases by more than (10) percent, or an additional

1 1,580 Workweeks (for a total of 17,388 Workweeks), then Defendant Shaxon
2 shall, in its sole discretion, have the option to either: (1) deescalate the
3 Settlement so that the Class Period ends on the date the workweek count totals
4 15,808 Workweeks; or (2) the Gross Settlement Amount shall be increased by
5 one (1) percent for every one (1) percent increase in workweeks over the ten
6 (10) percent threshold. If option (2) is selected, for example, and the total
7 Workweeks in the Class Period are 115% of 15,808 (or 17,387), the Gross
8 Settlement will increase by 5%. The discretion exercised by Shaxon under
9 this Section III.A.2 shall not increase, affect, or modify the payment
10 obligations of Defendant Wang set forth in Section III.A.3.

11 3. Settlement Payment. Defendants will pay the Gross Settlement Amount to the
12 Settlement Administrator, including payment for all claims, payment of the
13 Settlement Administration Costs, Class Counsel Award, Service Award, and
14 PAGA Payment in accordance with the provisions of Section I, Recital “O”
15 regarding the Funding Date.

16 4. Defendants’ Share of Payroll Taxes. Defendant Shaxon shall pay the employer
17 side payroll taxes in addition to the Gross Settlement Amount and shall be
18 paid together with the Gross Settlement Amount.

19 B. Release by Settlement Class Members. As of the Effective Date, in exchange for the
20 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
21 release the Released Parties from the Released Class Claims.

22 C. Release by the Aggrieved Employees. As of the Effective Date, in exchange for the
23 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
24 California release the Released Parties from the PAGA Released Claims.

25 D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth
26 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
27 Released Parties from any and all claims, whether known or unknown, which exist or
28 may exist on her behalf as of the date of this Agreement, including but not limited to

1 any and all tort claims, contract claims, wage claims, wrongful termination claims,
2 disability claims, benefit claims, public policy claims, retaliation claims, statutory
3 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
4 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
5 under any federal, state or other governmental statute, law, regulation or ordinance,
6 including, but not limited to claims for violation of the Fair Labor Standards Act, the
7 California Labor Code, the Wage Orders of California's Industrial Welfare
8 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
9 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
10 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
11 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
12 California's Whistleblower Protection Act, California Business & Professions Code
13 Section 17200 et seq., and any and all claims arising under any federal, state or other
14 governmental statute, law, regulation or ordinance. Plaintiff also waives and
15 relinquishes any and all claims, rights or benefits that she may have under California
16 Civil Code § 1542, which provides as follows:

17 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
18 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
19 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
20 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
21 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
22 ***OR RELEASED PARTY.***

23 Thus, notwithstanding the provisions of section 1542, and to implement a full and
24 complete release and discharge of the Released Parties, Plaintiff expressly
25 acknowledges this Settlement Agreement is intended to include in its effect, without
26 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
27 the time of signing this Settlement Agreement, and that this Settlement Agreement
28 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff

1 has read this Settlement Agreement, including this waiver of California Civil Code
2 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
3 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
4 about the waiver of section 1542, and that Plaintiff understands this Settlement
5 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
6 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
7 discover facts different from or in addition to those Plaintiff now knows or believes to
8 be true regarding the matters released or described in this Settlement Agreement, and
9 even so Plaintiff agrees that the releases and agreements contained in this Settlement
10 Agreement shall remain effective in all respects notwithstanding any later discovery of
11 any different or additional facts. Plaintiff expressly assumes any and all risk of any
12 mistake in connection with the true facts involved in the matters, disputes, or
13 controversies released or described in this Settlement Agreement or with regard to any
14 facts now unknown to Plaintiff relating thereto.

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

- 17 1. The Court enters an order granting preliminary approval of the Settlement;
- 18 2. The Court enters an order granting final approval of the Settlement and a Final
19 Judgment;
- 20 3. If an objector appears at the final approval hearing, the time for appeal of the
21 Final Judgment and Order Granting Final Approval of Class Action
22 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
23 any appeal from the Judgment and Order Granting Final Approval of Class
24 Action Settlement; and
- 25 4. Defendants fully fund the Gross Settlement Amount.

26 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
27 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
28 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants

1 from obtaining a complete resolution of the Released Class Claims and the Released
2 PAGA Claims, or if Defendants fails to fully fund the Gross Settlement Amount:

- 3 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
4 and shall not be admissible in any judicial, administrative or arbitral
5 proceeding for any purpose or with respect to any issue, substantive or
6 procedural;
- 7 2. The conditional class certification (obtained for any purpose) shall be void *ab*
8 *initio* and of no force or effect, and shall not be admissible in any judicial,
9 administrative or arbitral proceeding for any purpose or with respect to any
10 issue, substantive or procedural; and
- 11 3. None of the Parties to this Settlement will be deemed to have waived any
12 claims, objections, defenses or arguments in the Actions, including with
13 respect to the issue of class certification.
- 14 4. Any amounts deposited by Defendants into the QSF, plus any interest accrued,
15 shall be returned to Defendants within five (5) business days of Defendants'
16 written request for repayment upon the Settlement Administrator.
- 17 5. If Defendants fail to fully fund the Gross Settlement Amount, Defendants
18 shall bear the sole responsibility for any cost to issue or reissue any curative
19 notice to the Settlement Class Members and all Settlement Administration
20 Costs incurred to the date of nullification.

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

1 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or Aggrieved Employees are
3 not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or Aggrieved Employees understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or Aggrieved Employees PAGA Payment described and will
7 be solely responsible for any penalties or other obligations resulting from their
8 personal tax reporting of Individual Settlement Payments and/or Aggrieved
9 Employees Payment.

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

1 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
2 preliminary approval within 30 days of the execution of this Agreement.

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

20 L. Notice Procedure.

21 1. Class Data. On July 8, 2025, Defendants provided the Settlement
22 Administrator with the Class Data for purposes of preparing and mailing
23 Notice Packets to the Class Members.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Pendency of Class
26 Action Settlement in a form substantially similar to the form attached
27 as **Exhibit A**, a Request for Exclusion form attached hereto as **Exhibit**
28 **B**, and a Notice of Objection form attached hereto as **Exhibit C**. The

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Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees' in exchange for an Individual Settlement Payment and/or Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

- b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

1 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
2 the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than fourteen (14) calendar days after the Court
5 grants preliminary approval, the Settlement Administrator shall mail copies of
6 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
7 Settlement Administrator shall exercise its best judgment to determine the
8 current mailing address for each Class Member. The address identified by the
9 Settlement Administrator as the current mailing address shall be presumed to
10 be the best mailing address for each Class Member.

11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided. If no forwarding address is
14 provided, the Settlement Administrator shall promptly attempt to determine a
15 correct address by lawful use of skip-tracing, or other search using the name,
16 address and/or Social Security number of the Class Member involved, and
17 shall then perform a re-mailing, if another mailing address is identified by the
18 Settlement Administrator. In addition, if any Notice Packets, which are
19 addressed to Class Members who are currently employed by Defendants, are
20 returned to the Settlement Administrator as non-delivered and no forwarding
21 address is provided, the Settlement Administrator shall notify Defendants.
22 Defendants will request that the currently employed Class Member provide a
23 corrected address, and transmit to the Settlement Administrator any corrected
24 address provided by the Class Member. Class Members who received a re-
25 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
26 days from the original Response Deadline.

27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendants' records regarding

1 the start and end dates of employment to provide documentation and/or an
2 explanation to show contrary dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an
4 adjustment is warranted and work in good faith to attempt to resolve the
5 dispute. If, however, the Parties and the Settlement Administrator are unable
6 to resolve the dispute to the satisfaction of the Class Member, the Court shall
7 retain jurisdiction to resolve the dispute and the Court's resolution shall be
8 binding upon the Class Member and the Parties.

9 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
10 by the Settlement Administrator concerning the administration of the
11 Settlement will be resolved by the Court under the laws of the State of
12 California. Before any such involvement of the Court, counsel for the Parties
13 will confer in good faith to resolve the disputes without the necessity of
14 involving the Court.

15 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
16 Packet shall state that Class Members who wish to exclude themselves from
17 the Settlement must submit a signed copy of the Request for Exclusion form
18 to the Settlement Administrator by the Response Deadline. A Request for
19 Exclusion form will be mailed together with the Notice Packet to all Class
20 Members. The Request for Exclusion will not be valid if it is not timely
21 submitted, if it is not signed by the Class Member, or if it does not contain the
22 name and address and last four digits of the Social Security number of the
23 Class Member. The date of the postmark on the mailing envelope or fax stamp
24 on the Request for Exclusion shall be the exclusive means used to determine
25 whether the request for exclusion was timely submitted. Any Class Member
26 who submits a timely Request for Exclusion shall be excluded from the
27 Settlement Class will not be entitled to an Individual Settlement Payment and
28 will not be otherwise bound by the terms of the Settlement or have any right

1 to object, appeal or comment thereon. However, any Class Member that
2 submits a timely Request for Exclusion that is also a member of the Aggrieved
3 Employees will still receive his/her Aggrieved Employee Payment, as
4 specified below, and in consideration, will be bound by the Release by the
5 Aggrieved Employees as set forth herein. Settlement Class Members shall be
6 bound by all terms of the Settlement and any final judgment entered in this
7 Action if the Settlement is approved by the Court. No later than fourteen (14)
8 calendar days after the Response Deadline, the Settlement Administrator shall
9 provide counsel for the Parties with a final list of the Class Members who have
10 timely submitted Requests for Exclusion. At no time shall any of the Parties
11 or their counsel seek to solicit or otherwise encourage members of the Class
12 to submit Requests for Exclusion from the Settlement.

13 8. Objections. The Notice of Class Action Settlement contained in the Notice
14 Packet shall state that Class Members who wish to object to the Settlement
15 may submit to the Settlement Administrator a written statement of objection
16 (“Notice of Objection”) by the Response Deadline. The postmark date of
17 mailing shall be deemed the exclusive means for determining that a Notice of
18 Objection was served timely. The Notice of Objection must be signed by the
19 Settlement Class Member and state: (1) the case name and number; (2) the
20 name of the Settlement Class Member; (3) the address of the Settlement Class
21 Member; (4) the last four digits of the Settlement Class Member’s Social
22 Security number; (4) the basis for the objection; and (5) if the Settlement Class
23 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
24 Class Members who fail to make objections in writing in the manner specified
25 above may still make their objections orally at the Final Approval/Settlement
26 Fairness Hearing with the Court’s permission. Settlement Class Members will
27 have a right to appear at the Final Approval/Settlement Fairness Hearing to
28 have their objections heard by the Court. At no time shall any of the Parties

1 or their counsel seek to solicit or otherwise encourage Class Members to file
2 or serve written objections to the Settlement or appeal from the Order and
3 Final Judgment. Class Members who submit a written request for exclusion
4 may not object to the Settlement. Class Members may not object to the PAGA
5 Payment.

6 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
7 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's
8 share of payroll taxes, if any, as mandated by law in the installments and within the
9 time specified herein.

10 1. Individual Settlement Payments. Individual Settlement Payments shall be
11 paid from the Net Settlement Amount and shall be paid pursuant to the
12 formula set forth herein. Using the Class Data, the Settlement Administrator
13 shall add up the total number of Workweeks for all Settlement Class Members.
14 The respective Workweeks for each Settlement Class Member will be divided
15 by the total Workweeks for all Settlement Class Members, resulting in the
16 Payment Ratio for each Settlement Class Member. Each Settlement Class
17 Member's Payment Ratio will then be multiplied by the Net Settlement
18 Amount to calculate each Settlement Class Member's estimated Individual
19 Settlement Payments. Each Individual Settlement Payment will be reduced
20 by any legally mandated employee tax withholdings (e.g., employee payroll
21 taxes, etc.).

22 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
23 Class Data, the Settlement Administrator shall add up the total number of
24 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
25 The respective PAGA Pay Periods for each Aggrieved Employee will be
26 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
27 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
28 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

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Aggrieved Employee Payment to calculate each Aggrieved Employee Payment.

- 3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% interest and penalties (“Non-Wage Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Non-wage Portion of the Individual Settlement Payments shall be reported on IRS Form 1099.
- 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
- 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.
- 6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee Payments provided for in this Settlement agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this

1 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
2 Class Members and/or Aggrieved Employees are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual
4 Settlement Payments and/or Aggrieved Employee Payment.

5 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
6 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
7 and/or Aggrieved Employees' last known mailing address no later than fifteen
8 (15) calendar days after the Funding Date.

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employee does not cash his or her settlement check within 90 days,
13 the Settlement Administrator will send a letter to such persons, advising that
14 the check will expire after the 180th day, and invite that Settlement Class
15 Member and/or Aggrieved Employee to request reissuance in the event the
16 check was destroyed, lost or misplaced. In the event an Individual Settlement
17 Payment and/or Aggrieved Employee Payment check has not been cashed
18 within one hundred and eighty (180) days, all funds represented by such
19 uncashed checks, plus any interest accrued thereon, shall be transmitted to the
20 Controller of the State of California to be held pursuant to the Unclaimed
21 Property Law, California Civil Code § 1500 *et seq.*, in the names and
22 corresponding amounts associated with each Class Member and/or Aggrieved
23 Employee whose check(s) are cancelled.

24 9. Service Award. In addition to the Individual Settlement Payment and
25 Aggrieved Employee Payment to be paid to Plaintiff, Plaintiff will apply to
26 the Court for an award of not more than \$10,000, as the Service Award.
27 Defendants will not oppose a Service Award of not more than \$10,000 for
28 Plaintiff. The Settlement Administrator shall pay the Service Award, either

1 in the amount stated herein if approved by the Court or some other amount as
2 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
3 than fifteen (15) calendar days after the Funding Date. Any portion of the
4 requested Service Award that is not awarded to the Class Representative shall
5 be part of the Net Settlement Amount and shall be distributed to Settlement
6 Class Members as provided in this Agreement. The Settlement Administrator
7 shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award.
8 Plaintiff shall be solely and legally responsible to pay any and all applicable
9 taxes on her Service Award and shall hold harmless the Released Parties from
10 any claim or liability for taxes, penalties, or interest arising as a result of the
11 Service Award. The Service Award shall be in addition to Plaintiff's
12 Individual Settlement Payment as a Settlement Class Member. Approval of
13 this Settlement shall not be conditioned on Court approval of the requested
14 amount of the Service Award. If the Court reduces or does not approve the
15 requested Service Award, Plaintiff shall not have the right to revoke the
16 Settlement, and it will remain binding.

17 10. Class Counsel Award. Defendants understand a motion by Class Counsel for
18 a Class Counsel Award comprised of attorneys' fees not to exceed thirty-five
19 percent (35%) of the Gross Settlement Amount currently estimated to be
20 \$105,000 plus costs and expenses supported by declaration not to exceed
21 Thirty Thousand Dollars and Zero Cents (\$30,000.00), from the Gross
22 Settlement Amount will be filed. Any portion of the requested Class Counsel
23 Award that is not awarded to Class Counsel shall be part of the Net Settlement
24 Amount and shall be distributed to Settlement Class Members as provided in
25 this Agreement. The Settlement Administrator shall allocate and pay the
26 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
27 later than fifteen (15) calendar days after the Funding Date. Class Counsel
28 shall be solely and legally responsible to pay all applicable taxes on the

1 payment made pursuant to this paragraph. The Settlement Administrator shall
2 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
3 pursuant to this paragraph. In the event that the Court reduces or does not
4 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
5 not have the right to revoke the Settlement, or to appeal such order, and the
6 Settlement will remain binding.

7 11. PAGA Payment. Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall
8 be allocated from the Gross Settlement Amount for settlement of claims for
9 civil penalties under the Private Attorneys General Act of 2004 (“PAGA
10 Payment”). The Settlement Administrator shall pay seventy-five percent
11 (75%) of the PAGA Payment (\$11,250.00) to the California Labor and
12 Workforce Development Agency no later than fifteen (15) calendar days after
13 the Funding Date (“LWDA Payment”). Twenty-five percent (25%) of the
14 PAGA Payment (\$3,750.00) will be distributed to the Aggrieved Employees
15 as described in this Agreement (“Aggrieved Employee Payment”). For
16 purposes of distributing the PAGA Payment to the Aggrieved Employees,
17 each Aggrieved Employee shall receive their Aggrieved Employee Payment
18 using the PAGA Payment Ratio as defined above.

19 12. Settlement Administration Costs. The Settlement Administrator shall be paid
20 for the costs of administration of the Settlement from the Gross Settlement
21 Amount. The estimate of the Settlement Administration Costs is \$6,500.00.
22 The Settlement Administrator shall be paid the Settlement Administration
23 Costs no later than fifteen (15) calendar days after the Funding Date.

24 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
26 twenty-eight (28) days following the expiration of the Response Deadline, which
27 motion shall request final approval of the Settlement and a determination of the
28 amounts payable for the Service Award, the Class Counsel Award, the PAGA

1 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants
2 with a draft of the Motion at least three (3) business days prior to the filing of the
3 Motion to give Defendants an opportunity to propose changes or additions to the
4 Motion.

5 1. Declaration by Settlement Administrator. No later than fourteen (14) days
6 after the Response Deadline, the Settlement Administrator shall submit a
7 declaration in support of Plaintiff's motion for final approval of this
8 Settlement detailing the number of Notice Packets mailed and re-mailed to
9 Class Members, the number of undeliverable Notice Packets, the number of
10 timely requests for exclusion, the full names of the Class Members who
11 requested exclusion, the number of objections received, the amount of the
12 average Individual Settlement Payment, the lowest Individual Settlement
13 Payment, and highest Individual Settlement Payment, the Settlement
14 Administration Costs, and any other information as the Parties mutually agree
15 or the Court orders the Settlement Administrator to provide.

16 2. Final Approval Order and Judgment. Class Counsel shall present an Order
17 Granting Final Approval of Class Action Settlement to the Court for its
18 approval, and Judgment thereon, at the time Class Counsel files the Motion
19 for Final Approval.

20 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
21 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
22 Final Approval, including the Order Granting Final Approval of Class Action
23 Settlement, and Judgment before filing with the Court. The Parties and their counsel
24 will cooperate with each other and use their best efforts to affect the Court's approval
25 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
26 Judgment.

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

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its Exhibit
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its Exhibit.
- 11 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendants represent and warrant that he is authorized to
17 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
18 she is authorized to sign this Agreement and that she has not assigned any claim, or
19 part of a claim, covered by this Settlement to a third-party.
- 20 T. No Public Comment: The Parties and their counsel agree that they will not issue any
21 press releases, initiate any contact with the press, respond to any press inquiry, or have
22 any communication with the press about the fact, amount or terms of the Settlement
23 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
24 of its terms for any marketing or promotional purposes. Nothing herein will restrict
25 Class Counsel from including publicly available information regarding this settlement
26 in future judicial submissions regarding Class Counsel's qualifications and experience.
27 Further, Class Counsel will not include, reference or use the Settlement Agreement for
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1 any marketing or promotional purposes, either before or after the Motion for
2 Preliminary Approval is filed.

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

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

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

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

15 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
16 respect to the interpretation, implementation and enforcement of the terms of this
17 Agreement and all orders and judgments entered in connection therewith, and the
18 Parties and their counsel submit to the jurisdiction of the Court for purposes of
19 interpreting, implementing and enforcing the settlement and all orders and judgments
20 entered in connection with this Agreement.

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

25 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
26 intend to pursue any claims against the Released Parties, including, but not limited to,
27 any and all claims relating to or arising from Plaintiff's employment with Defendants,
28 regardless of whether Class Counsel is currently aware of any facts or legal theories

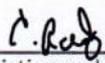
1 upon which any claims or causes of action could be brought against Released Parties,
2 including those facts or legal theories alleged in the operative complaint in this Action.
3 The Parties further acknowledge, understand and agree that this representation is
4 essential to the Agreement and that this Agreement would not have been entered into
5 were it not for this representation.

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

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

17 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

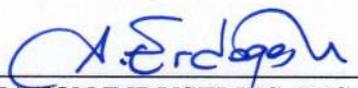
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20 DATED: 10/21/2025



Christina Rodriguez (Oct 21, 2025 10:29:21 PDT)
CHRISTINA RODRIGUEZ

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24 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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26 DATED: 10/27/2025



SHAXON INDUSTRIES, INC.
AHMET ERDOGAN

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liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorney's fees and costs.

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

DATED: _____
CHRISTINA RODRIGUEZ

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

DATED: _____
SHAXON INDUSTRIES, INC.

Printed Name

Title

DATED: 10/6/2025

Benjamin Wang
BENJAMIN WANG

Benjamin Wang
Printed Name

DATED: _____
GILBERT WANG

Printed Name

1 liability. This Agreement is a compromise of disputed claims. Nothing contained in
 2 this Agreement and no documents referred to and no action taken to carry out this
 3 Agreement may be construed or used as an admission by or against the Defendants or
 4 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.
 5 Other than as may be specifically set forth herein, each Party shall be responsible for
 6 and shall bear its/her own attorney's fees and costs.

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8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

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10 DATED: _____

11 _____
CHRISTINA RODRIGUEZ

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14 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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16 DATED: _____

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SHAXON INDUSTRIES, INC.

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19 Printed Name

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21 Title

22 DATED: _____

23 _____
BENJAMIN WANG

24
25 Printed Name

26 DATED: 10/6/2025

27 _____
Gilbert Wang
GILBERT WANG

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Gilbert Wang
Printed Name

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Printed Name

Title, CEO

DATED: _____

BENJAMIN WANG

Printed Name

DATED: _____

GILBERT WANG

Printed Name

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 3, 2025

JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: November 3, 2025

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: October 27, 2025

FROST BROWN TODD, LLP

By:  _____

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DATED: 10/28/2025

Ted Bacon, Esq.
Attorneys for Defendants
LAW OFFICES OF BRIAN NEACH

By: 
Brian Neach, Esq.
Attorney for Defendants

DATED: 10-27-2025

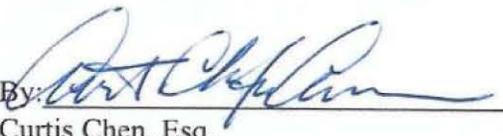
LAW OFFICE OF CURTIS CHEN
By: 
Curtis Chen, Esq.
Attorney for Defendants

EXHIBIT A

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

(Rodriguez v. Shaxon Industries, Inc., County of Orange Superior Court Case No. 30-2022-01289124-CU-OE-CXC)

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Orange (the “Court”) has been reached between Plaintiff Christina Rodriguez (“Plaintiff”) and Defendants Shaxon Industries, Inc. (“Defendant Shaxon”), a California corporation, Defendant Benjamin Wang, and Defendant Gilbert Wang (collectively “Defendant Wang”) (hereinafter “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who worked for Defendant in California at any time between October 28, 2018, through November 7, 2024 (“Class Period”).

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

2. What is this class action lawsuit about?

On August 11, 2022, Plaintiff initiated this Action by filing a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant Shaxon.

On October 28, 2022, Plaintiff filed a Complaint against Defendant Shaxon in the Superior Court of the State of California, County of Orange. Plaintiff asserted claims that Defendant Shaxon: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*).

On June 11, 2024, Plaintiff amended her Complaint to identify Defendants Doe 1 and 2 as Benjamin Wang and Gilbert Wang, respectively.

On June 13, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA Complaint to identify Defendants Doe 1 and 2 as Benjamin Wang and Gilbert Wang, and served the same on Defendant Wang

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contend that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants reimbursed expense to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

On November 7, 2024, the Parties participated in an all-day mediation with Hon. Steven R. Denton (Ret.) a retired jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel Award, Settlement Administration Costs, the PAGA Payment, and the Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than thirty-five percent of the Gross Settlement Amount (currently \$105,000.00) and an attorneys’ fees payment of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$15,000 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$11,250.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$3,750.00 will be distributed to Aggrieved Employees as part of the Aggrieved Employee Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the respective Workweeks for each Settlement Class Member by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement Payment. A “workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant during the Class Period in California.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be calculated by dividing the respective PAGA Pay Periods for each Aggrieved Employee by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employees’ PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each

Aggrieved Employee's estimated share of the PAGA Payment. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period. The PAGA Period is defined as the period from August 11, 2021, through November 7, 2024.

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

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all class claims alleged, or reasonably could have been alleged based on the facts alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have << ____ >> Workweeks worked during the Class Period (October 28, 2018, through November 7, 2024).

Based on this information, your estimated Settlement Share is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [sixty (60) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: APEX Class Action, LLC. (800) 355-0700.

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154 Irvine, CA 92618. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Rodriguez v. Shaxon Industries, Inc. Case No. 30-2022-01289124-CU-OE-CXC*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which *Rodriguez v. Shaxon Industries, Inc. Case No. 30-2022-*

01289124-CU-OE-CXC. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than

_____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154 Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600 San
Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendant Shaxon:

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Skyler May, Esq.
Frost Brown Todd LLP
633 W. Fifth Street, Suite 900
Los Angeles, CA 90071
Tel.: (213) 229-2400
Fax: (213) 229-2499
Email: tbacon@fbtlaw.com
smay@fbtlaw.com

Counsel for Defendant Benjamin Wang and Gilbert Wang:

Brian Neach, Esq.
Law Offices of Brian Neach
10171 Peregrine Circle
Fountain Valley, CA 92708
Tel.: (714) 475-4550
Email: brianneachlaw@gmail.com

Counsel for Defendant Benjamin Wang and Gilbert Wang:

Curtis Chen, Esq.
Law Office of Curtis Chen
535 Anton Boulevard, Suite 900
Costa Mesa, CA 92626
Tel.: (714) 427-1868
Fax: (714) 427-1868
Email: justice@lawofficeofcurtis.chen.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Orange County

Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Department CX101, before Judge William Claster. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to *Rodriguez v. Shaxon Industries, Inc. Case No. 30-2022-01289124-CU-OE-CXC*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121. Additionally, you may review the Court's docket for the Action at: <https://civilwebshopping.occourts.org/Login.do>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall transmit all funds from such uncashed checks to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice of Class Action Settlement that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **INSERT DATE**.

I. PERSONAL INFORMATION

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last 4 Digits of Social Security Number: _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Rodriguez v. Shaxon Industries, Inc.*, Case No. 30-2022-01289124-CU-OE-CXC, filed in the Superior Court of California, County of Orange. I understand that by requesting to be excluded from the settlement, I will receive no money from the class action portion of the Settlement described in this Notice.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **INSERT DATE** AT THE ADDRESS LISTED BELOW:

APEX Group, Inc.
18 Technology Drive, Suite 154,
Irvine, CA 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618

Must Be Postmarked
No Later Than
XXX, 2025

NOTICE OF OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Rodriguez v. Shaxon Industries, Inc., Case No. 30-2022-01289124-CU-OE-CXC

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any: _____

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE **XXX, 2025. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Additionally, if you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify your Request for Exclusion.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____