

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is reached by and between Plaintiffs Steve Cordova and Huyen Phuong Le (“Plaintiffs”), as individuals and on behalf of all members of the Class (defined below), on the one hand, and Defendant Norman Industrial Materials, Inc., dba Industrial Metal Supply Company (“Defendant”), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (collectively, “Class Counsel”). Defendant is represented by Marie D. Davis and Kristina Kourasis of Landegger Verano & Davis.

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff Steve Cordova’s lawsuit alleging wage and hour violations against Defendant captioned *Steve Cordova v. Norman Industrial Materials, Inc.*, Case No. 23STCV17785 initiated on July 27, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Settlement Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means “all current and former nonexempt employees of Defendant in California who worked at any time between July 27, 2022, and the date of preliminary approval.”
- 1.5. “Class” means “all current and former non-exempt employees who worked for Defendant Norman Industrial Materials, Inc., dba Industrial metal Supply Company, in California at any time between July 27, 2019 and the date of preliminary approval.”
- 1.6. “Class Counsel” means Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means a complete list of all Settlement Class members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class Data will be formatted in a readable Microsoft Office Excel

spreadsheet containing the following information for each Settlement Class member: full name, last known mailing address, phone number, Social Security number, workweek data for all Settlement Class members during the Class Period, and pay period data for all PAGA Aggrieved Employees during the PAGA Period.

- 1.9. “Class Member” or “Settlement Class Member” means all individuals who meet the definition of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Settlement Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English only, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period between July 27, 2019, and the date of preliminary approval.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives, Steve Cordova and Huyen Phuong Le.
- 1.14. “Class Representative Service Payment” means the amount to be paid to Plaintiffs for initiating the Related Actions, in recognition of their respective efforts and work in prosecuting the related Actions on behalf of the Class Members and PAGA Aggrieved Employees, and in exchange for a general release of claims against Defendant.
- 1.15. “Cordova First Amended Complaint” or “Cordova FAC” means the First Amended Complaint that Plaintiff Cordova will file in the Action, adding Plaintiff Le as a named plaintiff in the Cordova Action, consolidating all causes of action and factual allegations in the Le Action into the Cordova Action, and consolidating all claims under the PAGA based on the facts alleged in Plaintiff Le’s August 14, 2023 PAGA Notice to the LWDA into the Cordova Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Defendant Norman Industrial Materials, Inc., dba Industrial Metal Supply Company.
- 1.18. “Defense Counsel” means Marie D. Davis and Kristina Kourasis of Landegger Verano & Davis, ALC.

- 1.19. “Effective Date” means the date when the Court enters a final Judgment and Order Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court signs the Judgment and Order Granting Final Approval; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal, writ, or other appellate proceeding have been filed; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment without material modification and issues a remittitur.
- 1.20. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and enters an order granting final approval of the Settlement and Judgment based thereon.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement, at which the Court will consider and determine whether the Settlement should be granted Final Approval.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means One Million Thirty Thousand Dollars and Zero Cents (\$1,030,000.00) to be paid by Defendant in full satisfaction of the Related Actions, which includes all Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, Settlement Administration Costs, and Individual Settlement Payments to be paid to the Settlement Class members. Defendant shall pay the employer’s share of all payroll taxes separately from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary, and no portion thereof shall return to Defendant.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount that a Class member may be eligible to receive under the Class Settlement.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties that each PAGA Aggrieved Employee shall receive through the Settlement in exchange for the Released PAGA Claims.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “Le Action” means Plaintiff Huyen Phuong Le’s lawsuit alleging wage and hour violations against Defendant captioned *Huyen Phuong Le v. Norman Industrial Materials, Inc., dba Industrial Metal Supply Company*, Case No. 23STCV19388 initiated on August 14, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% portion of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

- 1.30. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class members after deducting from the Gross Settlement Amount the Court-approved Attorneys’ Fees and Costs, Class Representative Service Payments, PAGA Penalties, and Settlement Administration Costs.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Aggrieved Employee(s)” means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.
- 1.34. “PAGA Notice” means Plaintiff Cordova’s July 26, 2023, letter to Defendant and the LWDA and Plaintiff Le’s August 14, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).
- 1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.36. “PAGA Period” means the period between July 27, 2022, and the date of preliminary approval.
- 1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, equal to Fifty Thousand Dollars and Zero Cents (\$50,000.00), allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.
- 1.38. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39. “Plaintiffs” means Steve Cordova and Huyen Phuong Le, the named plaintiffs in the Action.
- 1.40. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.
- 1.41. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42. “Related Actions” means the actions being resolved through this Settlement, *Steve Cordova v. Norman Industrial Materials, Inc.*, Case No. 23STCV17785, and *Huyen Phuong Le v. Norman Industrial Materials, Inc., dba Industrial Metal Supply Company*, Case No. 23STCV19388.
- 1.43. “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which are asserted, or which could have been asserted, based on the facts and claims alleged in the

Cordova FAC that arose during the Class Period. This release shall extend to the limits of the Class Period.

- 1.44. “Released PAGA Claims” means any and all claims for civil penalties under PAGA and/or PAGA causes of action which were alleged in the Cordova FAC and asserted in Plaintiff Cordova’s July 26, 2023 PAGA Notice Letter to the LWDA or Plaintiff Le’s August 14, 2023 PAGA Notice Letter to the LWDA, arising during the PAGA Period. This release shall extend to the limits of the PAGA Period. The released PAGA Claims in this paragraph does not include the PAGA Aggrieved Employees’ underlying wage and hour claims.
- 1.45. “Released Parties” means: Defendant and its past and present subsidiaries, dba’s, affiliates, parents, predecessors, successors, investors, and their current and former employees, agents, directors, owners, shareholders, assigns, officers, members, representatives, insurers, reinsurers, and attorneys.
- 1.46. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. “Response Deadline” means 60 calendar days after the Settlement Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.48. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for its administration services in connection with the Settlement.
- 1.50. “Settlement Administrator” means Apex Class Action Administration, the neutral third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administrating the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- 1.51. “Workweek” means any week during which a Class Member worked for Defendant in California for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On July 27, 2023, Plaintiff Cordova filed a class action complaint against Defendant in Los Angeles County Superior Court, titled *Steve Cordova v. Norman Industrial Materials, Inc.*, Case No. 23STCV17785 (the “Cordova Action”), alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to pay all sick pay wages; (iv) failed provide all lawful meal periods; (v) failed to authorize and permit all lawful

rest periods; (vi) failed to issue accurate itemized wage statements; (vii) failed to timely pay all final wages due upon separation from employment; and (viii) failed to comply with California's Unfair Competition laws.

- 2.2. On August 14, 2023, Plaintiff Le filed a class action complaint against Defendant in Los Angeles County Superior Court, titled *Huyen Phuong Le v. Norman Industrial Materials, Inc., dba Industrial Metal Supply Company*, Case No. 23STCV19388 (the "*Le Action*") (together with the *Cordova Action*, the "Related Actions"). On October 19, 2023, Plaintiff Le filed a First Amended Complaint, alleging that Defendant (i) failed to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failed to provide all meal periods; (iv) failed to authorize and permit all lawful rest periods; (v) failed to reimburse necessary business expenditures; (vi) failed to issue accurate itemized wage statements; (vii) failed to timely pay all final wages due upon separation from employment; (viii) failed to comply with California's Unfair Competition laws; and (ix) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2968 *et seq.* ("PAGA"). Defendant denies the allegations in the Related Actions, denies any failure to comply with the laws identified in the Related Actions, and denies any and all liability for the causes of action alleged.
- 2.3. As a material term of this Settlement, the Parties agree that Plaintiff Cordova will file a First Amended Complaint ("FAC") in the *Cordova Action*, adding Plaintiff Le as a named plaintiff in the *Cordova Action*, consolidating all causes of action and factual allegations in the *Le Action* into the *Cordova Action*, and consolidating all claims under the PAGA based on the facts alleged in Plaintiff Le's August 14, 2023 PAGA Notice to the LWDA into the *Cordova Action*. Following the filing of the FAC, Plaintiff Le will dismiss the *Le Action*, without prejudice
- 2.4. On October 8, 2024, the Parties participated in an all-day mediation presided over by Steve G. Mehta, Esq., which led to this Agreement to settle the Action. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping and payroll records for an approximately 15% sampling of the putative class members spanning a 4-year period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties agree that class certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations. The Parties shall revert to the respective positions they held prior to entering into the Settlement.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that, with the exception of *Le* and *Cordova*, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay One Million Thirty Thousand Dollars and Zero Cents (\$1,030,000.00) and no more as the Gross Settlement Amount, and to pay all employer payroll taxes owed on the wage portions of the Individual Class Payments separate and apart from, and in addition to, the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's Fees Payment, Class Counsel's Litigation Expenses Payment, the Class Representatives' Service Payments, the Settlement Administrator's fees and expenses for administration, and the PAGA Amount. The remaining amount shall be known as the "Net Settlement Amount":
- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 (\$15,000.00 total) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$343,333.33, plus actual costs and expenses incurred by Class Counsel related to the Related Actions as supported by declaration, which are currently estimated to be no greater than \$50,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding. Released Parties shall

have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2.1. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Courts approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,790.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Settlement Class members are not required to submit a claim form to receive a payment from the Settlement. Individual Settlement payments will be determined and paid as follows:

3.2.4.1. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each Participating Settlement Class Member who was employed by Defendant at any time between July 27, 2022 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all Participating Settlement Class Members during the aforementioned time period.

3.2.4.2. Waiting Time Amount: Fifteen percent (15%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each Participating Settlement Class member who separated their employment from Defendant at any time between July 27, 2020, and the end of the Class Period.

3.2.4.3. The remainder of the Net Settlement Amount will be distributed to each Participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is

the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class Members during the Class Period

3.2.4.4. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment and will prepare and mail the Individual Settlement Payments to the Participating Settlement Class members.

3.2.4.5. Tax Allocation of Individual Class Payments. Each Individual Settlement Payment shall be allocated as ten percent (10%) wages (subject to applicable withholdings), and ninety percent (90%) interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to Participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.

3.2.4.6. The Settlement Administrator shall fully discharge its obligations to the Participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transferred to the California State Controller's Unclaimed Property Fund in the name of the Class Member to whom the check was issued, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount. Per Labor Code § 2699(i), 75% of such penalties (\$37,500.00) will be payable to the LWDA and the remaining 25% (\$12,500.00) will be payable to the PAGA Aggrieved Employees as Individual PAGA Payments.

- 3.2.5.1. The \$12,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA Amount shall be paid to each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.
- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks. Based on a review of its records, Defendant estimates Class Members collectively worked a total of 70,000 Workweeks during the Class Period.
- 4.2. Class Data. Not later than 10 business days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, assuming no objections or appeals. Should an objection or appeal be filed, Defendant will fund the Gross Settlement Amount within 30 days of the date the Court signs an order Granting Final Approval. The Parties agree that Defendant's payment of the Gross Settlement Amount shall be made via electronic transfer of funds, pursuant to the Settlement Administrator's electronic transfer instructions. No later than 10 calendar days after the Parties execute this Agreement, or as soon thereafter as possible, the Settlement Administrator shall provide the electronic transfer instructions to Defense Counsel. Defendant's payment obligations under the Settlement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions.
- 4.4. Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the

Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

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

4.4.4. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts or omission or commission, the same is true for the Settlement Administrator.

[PARAGRAPH 5 MISSING IN MODEL]

6. **RELEASES OF CLAIMS.** As of the Effective Date, Plaintiffs and all Participating Class Members will release claims against all Released Parties as follows:

6.1 **Plaintiffs' Release.** In light of Plaintiffs' Class Representative Enhancement Awards, Plaintiffs agree to a general release, as individuals and in addition to the Released Class

Claims and Released PAGA Claims described above, of any and all claims, whether known or unknown, under federal law or state law against Defendant and Released Parties. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542.

- 6.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code § 1542, which reads:

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

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers’ compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding

- 6.2 Release by Participating Class Members: Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, who do not timely opt out shall fully and finally release and discharge the Released Parties from liability for any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which are asserted or which could have been asserted based on the facts alleged in the Cordova FAC that arose during the Class Period. This release shall run from July 27, 2019 through the close of the Class Period.
- 6.2 Release by Aggrieved Employees: Plaintiffs and all PAGA Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement, shall be deemed to have released and discharged the Released Parties from any and all claims for civil penalties under the PAGA and/or PAGA causes of action which were alleged in the Cordova FAC and asserted in Plaintiff Cordova’s July 26, 2023 PAGA Notice Letter to the LWDA or Plaintiff Le’s August 14, 2023 PAGA Notice Letter to the LWDA, arising during the PAGA Period. This release shall extend to the limits of the PAGA Period. The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees’ underlying wage and hour claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 7.1 Defendant’s Declaration in Support of Preliminary Approval. Sufficiently in advance

of the deadline to file the Motion for Preliminary Approval, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs' and Class Counsel's Declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval as soon as practicable after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as

a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Defendant will not object to Plaintiffs seeking approval to pay up to \$10,790.00 for the administration services from the Gross Settlement Amount. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4 Notice to Class Members.

8.4.1 As expeditiously as possible after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

8.4.3 Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

8.4.4 The deadlines for Class Members’ written objections, Challenges to

Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.4.6 Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).

8.5 Requests for Exclusion (Opt-Outs). Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline")

8.5.1 The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

8.5.2 At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the Judgment. The Parties and their respective counsel each agree that they will not distribute to any Settlement Class member any documents, notices, or information regarding the Related Actions or the settlement other than documents, notices, or

information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Settlement Class member from opting out, unless a specific request is first made to them by the Settlement Class member.

- 8.5.3 PAGA Aggrieved Employees. Notwithstanding the foregoing, the PAGA settlement and release provisions of this Settlement will apply to all PAGA Aggrieved Employees whether or not they exclude themselves from the class action portion of the Settlement. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the Released PAGA Claims, regardless of whether or not they timely request to be excluded from the class action portion of the Settlement.
- 8.6 Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- 8.7 Objections to Settlement. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defense counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- 8.8 Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.
- 8.9 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 8.9.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing

and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

8.9.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

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

- 8.9.6 Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).
9. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** In advance of mediation, Defendant represented that there are an estimated 70,000 aggregate workweeks worked by the approximately 902 Settlement Class members at the time of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members during the Class Period exceeds this figure by 10% or more (i.e., if there are 77,000 or more aggregate workweeks worked by the Settlement Class members), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of aggregate workweeks, Defendant shall increase the Maximum Settlement Amount by 12%).
10. **MOTION FOR FINAL APPROVAL.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Agreement, Plaintiffs shall apply to the Court for entry of an Order:
- 10.1. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- 10.2. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Payments, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- 10.3. Entering judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.
- 10.4 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.5 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.6 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. The Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769.

- 10.7 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.8 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.
- 12.2 Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.
- 12.3 Confidentiality. The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the

Settlement Agreement to Settlement Class members, as required to effectuate the terms of the Settlement Agreement as set forth herein, as necessary in any filings with the Court in order to seek approval of the Settlement, and as required by law.

12.4 Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Marie D. Davis of Landegger Verano & Davis, ALC
15760 Ventura Blvd., Suite 1200, Encino, CA 91436
marie@landeggeresq.com

12.5 Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

12.6 Cooperation. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

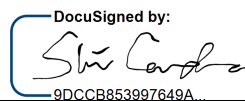
12.7 Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

12.8 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF STEVE CORDOVA

Dated: 3/19/2025

DocuSigned by:

9DCCB853997649A

Plaintiff and Settlement Class Representative

PLAINTIFF HUYEN PHUONG LE

Dated: 03/18/2025


Huyen Phuong Le (Mar 18, 2025 17:52 PDT)

Plaintiff and Settlement Class Representative

NORMAN INDUSTRIAL MATERIALS INC.

Dated: _____

By: _____

Its: _____

APPROVED AS TO FORM:

HAINES LAW GROUP, APC

Dated: 03/18/2025

By:  _____

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

BOKHOUR LAW GROUP, P.C.

Dated: _____

By: _____

Mehrdad Bokhour
Attorneys for Plaintiffs

FALAKASSA LAW, P.C.

Dated: _____

By: _____

Joshua Falakassa
Attorneys for Plaintiffs

LANDEGGER VERANO & DAVIS, ALC

Dated: _____

By: _____

Marie D. Davis
Kristina Kourasis
Attorneys for Defendant

PLAINTIFF HUYEN PHUONG LE

Dated: _____

Plaintiff and Settlement Class Representative

NORMAN INDUSTRIAL MATERIALS INC.

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

HAINES LAW GROUP, APC

Dated: _____

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

BOKHOUR LAW GROUP, P.C.


Dated: 3/18/2025

By: 

Mehrdad Bokhour
Attorneys for Plaintiffs

FALAKASSA LAW, P.C.

Dated: 3/18/2025

By: 

Joshua Falakassa
Attorneys for Plaintiffs

LANDEGGER VERANO & DAVIS, ALC

Dated: _____

By: _____
Marie D. Davis
Kristina Kourasis
Attorneys for Defendant

PLAINTIFF HUYEN PHUONG LE

Dated: _____

Plaintiff and Settlement Class Representative

NORMAN INDUSTRIAL MATERIALS INC.

David Pace

Dated: 3/10/2025

By: David Pace
Its: President

APPROVED AS TO FORM:

HAINES LAW GROUP, APC

Dated: _____

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

BOKHOUR LAW GROUP, P.C.

Dated: _____

By: _____
Mehrddad Bokhour
Attorneys for Plaintiffs

FALAKASSA LAW, P.C.

Dated: _____

By: _____
Joshua Falakassa
Attorneys for Plaintiffs

LANDEGGER VERANO & DAVIS, ALC

Dated: March 10, 2025

By: *Kristina Kourasis*

Marie D. Davis
Kristina Kourasis
Attorneys for Defendant

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Encino, CA 91436
Tel: (818) 986-7561
Fax: (818) 986-5147
Attorneys for Defendant

[Additional Counsel Listed on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEVE CORDOVA and HUYEN PHUONG
LE, on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

NORMAN INDUSTRIAL MATERIALS,
INC., a California Corporation; and DOES 1-
50, inclusive.

Defendants.

Case No.: 23STCV17785
Related to Case No.: 23STCV19388

*[Assigned for all purposes to the Hon.
Timothy Patrick Dillon, Dept. SSC-15]*

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Action Filed: July 27, 2023
Trial Date: None Set

BOKHOUR LAW GROUP, P.C.

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josh@falakassalaw.com

1901 Avenue of the Stars, Suite 920

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

LAW OFFICES OF RAPHAEL A. KATRI, APC

Raphael A. Katri (SBN 221941)

RKatri@socallaborlawyers.com

8549 Wilshire Boulevard, Suite 200

Beverly Hills, CA 90211-3104

Tel.: (310) 940-2034

Fax: (310) 733-5644

Attorneys for Plaintiff

1 **AMENDMENT TO STIPULATION OF SETTLEMENT**

2 The Class Action and PAGA Settlement Agreement and Class Notice (“Settlement
3 Agreement” or “Settlement”) entered into as of March 19, 2025, by and between Plaintiffs
4 Steve Cordova and Huyen Phuong Le (“Plaintiffs”), for themselves and on behalf of the
5 proposed Settlement Class, and Defendant Norman Industrial Materials, Inc. (“Defendant”)
6 (Plaintiff and Defendant are collectively referred to herein as the “Parties”), is hereby amended
7 and modified, as follows:

8 **Paragraph 1.4:** is hereby deleted and replaced in its entirety, as follows:

9 “Aggrieved Employees” means “all current and former nonexempt employees of
10 Defendant in California who worked at any time between July 27, 2022, and October 28, 2025.”

11 **Paragraph 1.5:** is hereby deleted and replaced in its entirety, as follows:

12 “Class” means “all current and former non-exempt employees who worked for
13 Defendant Norman Industrial Materials, Inc., dba Industrial metal Supply Company, in
14 California at any time between July 27, 2019, and October 28, 2025.”

15 **Paragraph 1.12:** is hereby deleted and replaced in its entirety, as follows:

16 “Class Period” means the period between July 27, 2019, and October 28, 2025.

17 **Paragraph 1.36:** is hereby deleted and replaced in its entirety, as follows:

18 “PAGA Period” means the period between July 27, 2022, and October 8, 2025.

19 **Paragraph 3.2.3:** is hereby deleted and replaced in its entirety, as follows:

20 To the Administrator: An Administrator Expenses Payment not to exceed \$13,490.00
21 except for a showing of good cause and as approved by the Court. To the extent the
22 Administration Expenses are less or the Court approves payment less than the above stated
23 amount, the Administrator will retain the remainder in the Net Settlement Amount.

24 **Paragraph 6:** is hereby deleted and replaced in its entirety, as follows:

25 **“RELEASES OF CLAIMS.** As of the Effective Date and Defendant having fully
26 funded the Gross Settlement Amount, Plaintiffs and all Participating Class members will release
27 claims against all Released Parties as follows:”
28

1 **Paragraph 6.1:** is hereby deleted and replaced in its entirety, as follows:

2 “Plaintiffs’ Release. In light of Plaintiffs’ Class Representative Enhancement Awards,
3 Plaintiffs agree to a general release, as individuals and in addition to the Released Class Claims
4 and Released PAGA Claims described above, of any and all claims, whether known or
5 unknown, under federal law or state law against Defendant and Released Parties. Plaintiffs
6 understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving
7 all rights and benefits afforded by California Civil Code Section 1542. This release shall be
8 effective upon Defendant fully funding the Gross Settlement Amount.”

9 **Paragraph 6.2:** is hereby deleted and replaced in its entirety, as follows:

10 “Release by Participating Class Members: Plaintiffs and all Participating Class
11 Members, on behalf of themselves and their respective former and present representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns, who do not timely opt out shall
13 fully and finally release and discharge the Released Parties from liability for any and all claims,
14 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages,
15 or causes of action which are asserted or which could have been asserted based on the facts
16 alleged in the Cordova FAC that arose during the Class Period. This release shall run from July
17 27, 2019 through the close of the Class Period. This release shall be effective upon Defendant
18 fully funding the Gross Settlement Amount.”

19 **Paragraph 6.3:** is hereby deleted and replaced in its entirety, as follows:

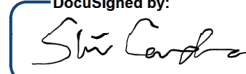
20 “Release by Aggrieved Employees: Plaintiffs and all PAGA Aggrieved Employees, on
21 behalf of themselves and their respective former and present representatives, agents, attorneys,
22 heirs, administrators, successors, and assigns, regardless of whether they submit a timely
23 Request for Exclusion from the class action portion of the Settlement, shall be deemed to have
24 released and discharged the Released Parties from any and all claims for civil penalties under
25 the PAGA and/or PAGA causes of action which were alleged in the Cordova FAC and asserted
26 in Plaintiff Cordova’s July 26, 2023 PAGA Notice Letter to the LWDA or Plaintiff Le’s
27 August 14, 2023 PAGA Notice Letter to the LWDA, arising during the PAGA Period. This
28 release shall extend to the limits of the PAGA Period. The Released PAGA Claims in this

1 paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims.
2 This release shall be effective upon Defendant fully funding the Gross Settlement Amount.”

3 **AGREED TO AND SO STIPULATED.**

4 PLAINTIFF STEVE CORDOVA

5 Dated: 3/9/2026
6 _____

DocuSigned by:

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9
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12 Plaintiff and Settlement Class Representative

13 PLAINTIFF HUYEN PHUONG LE

14 Dated: _____

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17 Plaintiff and Settlement Class Representative

18 NORMAN INDUSTRIAL MATERIALS INC.

19 Dated: _____

20 By: _____
21 Its: _____

22 **APPROVED AS TO FORM:**

23 HAINES LAW GROUP, APC

24 Dated: _____

25 By: _____
26 Paul K. Haines
27 Fletcher W. Schmidt
28 Matthew K. Moen
Attorneys for Plaintiffs

BOKHOUR LAW GROUP, P.C.

29 Dated: 2/27/2026
30 _____

Signed by:

D8D3643F271940F...
31 By: Mehrdad Bokhour
32 Attorneys for Plaintiffs

1 paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims.
2 This release shall be effective upon Defendant fully funding the Gross Settlement Amount.”

3 **AGREED TO AND SO STIPULATED.**


4 PLAINTIFF STEVE CORDOVA

5 Dated: _____
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7 Plaintiff and Settlement Class Representative

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9 PLAINTIFF HUYEN PHUONG LE

10 Dated: Mar 2, 2026
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13 Huyen Phuong Le (Mar 2, 2026 16:45:23 PST)
14 _____
15 Plaintiff and Settlement Class Representative

16 NORMAN INDUSTRIAL MATERIALS INC.


17 Dated: _____
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19 By: _____
20 Its: _____

21 **APPROVED AS TO FORM:**

22 HAINES LAW GROUP, APC

23 Dated: Mar 2, 2026
24 _____

25 By: 
26 Paul K. Haines
27 Fletcher W. Schmidt
28 Matthew K. Moen
Attorneys for Plaintiffs

BOKHOUR LAW GROUP, P.C.

Dated: _____

By: _____
Mehrdad Bokhour
Attorneys for Plaintiffs

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3 **AGREED TO AND SO STIPULATED.**

4 PLAINTIFF STEVE CORDOVA

5 Dated: _____

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7 Plaintiff and Settlement Class Representative

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9 PLAINTIFF HUYEN PHUONG LE

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11 Dated: _____

12 _____
13 Plaintiff and Settlement Class Representative

14 NORMAN INDUSTRIAL MATERIALS INC.

15 Dated: 3/5/2026

16 Heidi Love
17 By: Heidi Love
18 Its: HL

19 **APPROVED AS TO FORM:**

20 HAINES LAW GROUP, APC

21 Dated: _____

22 By: _____
23 Paul K. Haines
24 Fletcher W. Schmidt
25 Matthew K. Moen
26 Attorneys for Plaintiffs

27 BOKHOUR LAW GROUP, P.C.

28 Dated: _____

By: _____
Mehrdad Bokhour
Attorneys for Plaintiffs

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FALAKASSA LAW, P.C.

Dated: 2/27/2026 _____

DocuSigned by:
Joshua Falakassa
By: _____
15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiffs

LANDEGGER VERANO & DAVIS, ALC

Dated: _____

By: _____
Joseph P. Sklar
Attorneys for Defendant

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FALAKASSA LAW, P.C.

Dated: _____

By: _____

Joshua Falakassa
Attorneys for Plaintiffs

LANDEGGER VERANO, ALC



Dated: March 6, 2026

By: _____

Joseph P. Sklar
Attorneys for Defendant

Exhibit A

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

Steve Cordova, et al. v. Norman Industrial Materials, Inc., Los Angeles Superior Court Case No. 23STCV17785

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 a proposed Settlement in a class action lawsuit (“Action”) filed against Norman Industrial Materials, Inc., dba Industrial Metal Supply Company (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees of Defendant, Steve Cordova and Huyen Phuong Le (“Plaintiffs”), and seeks payment of unpaid minimum and overtime wages, sick pay wages, meal and rest period premium wages, unreimbursed business expenses, wage statement penalties, and waiting time penalties for Class Members (defined as all current and former non-exempt employees who worked for Defendant Norman Industrial Materials, Inc., dba Industrial Metal Supply Company, in California at any time between July 27, 2019 and October 28, 2025 (the “Class Period”)); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees (defined as all current and former non-exempt employees who worked for Defendant in California at any time between July 27, 2022 and October 28, 2025 (the “PAGA Period”)).

Defendant denies Plaintiffs’ claims. The proposed Settlement is not an admission of liability by Defendant. Throughout the pendency of the Action, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Defendant contends that it has complied with all California and federal laws regarding those matters. Defendant has entered into the Settlement solely for purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Action has been vigorously litigated since it was filed. Additionally, the parties participated in a mediation conducted by a professional mediator, wherein the parties reached an agreement to settle the Action.

The Court has not made a determination about Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. Any final determination of those issues will be made at the Final Approval Hearing.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<CLASS PAYMENT>> (less withholding) and your Individual**

PAGA Payment is estimated to be \$<<PAGA PAYMENT>>. 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 Defendant’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 Defendant’s records showing that **you worked <<CLASS WORKWEEKS>> workweeks** during the Class Period, that **you <<DID/DID NOT>> separate your employment from Defendant** between July 27, 2020 and October 28, 2025, and **you worked <<PAGA PAY PERIODS>> pay periods** during the PAGA Period. If you believe that you worked more during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

Defendant 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

You Don’t Have to Do Anything to Participate in the Settlement	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 Defendant that are covered by this Settlement (Released Class Claims).
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<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is <<RESPONSE DEADLINE>></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined 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 <<RESPONSE DEADLINE>></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement 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 <<FINAL APPROVAL HEARING DATE>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. In the Action, Plaintiffs allege that Defendant violated California labor laws by failing to pay all overtime wages, minimum wages, and sick pay wages, failing to provide meal periods, authorize and permit rest periods, reimburse all necessary business expenses incurred, issue accurate itemized wage statements, and pay all final wages upon separation of employment. Based on the same claims, Plaintiffs have also asserted a claim for civil

penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). Plaintiffs are represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”).

Defendant vehemently 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 Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settling the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$1,175,730.29 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$391,910.10 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$50,000.00 for their litigation expenses. To date, Class Counsel

have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500.00 each (\$15,000.00 total) to Plaintiffs as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. Up to \$13,490 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to California Controller's Unclaimed Property Fund in your name, so that you may recover the funds at a later date.**
- 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 **<<RESPONSE DEADLINE>>**, that you wish

to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by <<RESPONSE DEADLINE>>. The Request for Exclusion should be a letter from the Class Member setting forth a Class Member's name, present address, telephone number, last four digits of the Class Member's social security number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be signed by the Class Member. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void (Defendant will not pay any money and Class Members will not release any claims against Defendant).
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendant and its past and present subsidiaries, dba's, affiliates, parents, predecessors, successors, investors, and their current and former employees, agents, directors, owners, shareholders, assigns, officers, members, representatives, insurers, reinsurers, and attorneys ("Released Parties") from liability for any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of

action which are asserted, or which could have been asserted, based on the facts and claims alleged in the Cordova FAC that arose during the Class Period. This release shall run from July 27, 2019 through the close of the Class Period. This release shall be effective upon Defendant fully funding the Gross Settlement Amount.

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

The Aggrieved Employees will be bound by the following release:

Plaintiffs and all PAGA Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement, the Released Parties from any and all claims for civil penalties under the PAGA and/or PAGA causes of action which were alleged in the Cordova FAC and asserted in Plaintiff Cordova's July 26, 2023 PAGA Notice Letter to the LWDA or Plaintiff Le's August 14, 2023 PAGA Notice Letter to the LWDA, arising during the PAGA Period. This release shall extend to the limits of the PAGA Period. The Released PAGA Claims in this paragraph do not include the PAGA Aggrieved Employees' underlying wage and hour claims. This release shall be effective upon Defendant fully funding the Gross Settlement Amount.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments based on the following formula:

- A. Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each Participating Class Member who was employed by Defendant at any time between July 27, 2022 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all Participating Class Members during the aforementioned time period.
- B. Fifteen percent (15%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each Participating Class Member who separated their

employment from Defendant at any time between July 27, 2020, and the end of the Class Period.

- C. The remainder of the Net Settlement Amount will be distributed to each Participating Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Participating Class Members during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **<<RESPONSE DEADLINE>>** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Pay Period challenges based on your submission and on input from Class Counsel and Defendant'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?

Submit a written and signed letter with your name, present address, telephone number, last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Steve Cordova, et al. v. Norman Industrial Materials, Inc.*, Los Angeles Superior Court Case No. 23STCV17785, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 30 days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <<ADMIN URL FOR CASE>> or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV17785.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Steve Cordova, et al. v. Norman Industrial Materials, Inc.*, Los Angeles Superior Court Case No. 23STCV17785) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your

objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 15 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). 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 <<ADMIN URL FOR CASE>> 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 Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV17785. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

HAINES LAW GROUP, APC

Paul K. Haines (phaines@haineslawgroup.com)

Fletcher W. Schmidt (fschmidt@haineslawgroup.com)

Matthew K. Moen (mmoen@haineslawgroup.com)

Susan J. Perez (sperez@haineslawgroup.com)

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Mehrdad Bokhour (mehrddad@bokhourlaw.com)
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FALAKASSA LAW, P.C.

Joshua S. Falakassa (josh@falakassalaw.com)
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Settlement Administrator:

Apex Class Action Administration

<<ADMIN INFO>>

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.

Please make sure you contact the Settlement Administrator before the void date otherwise your check will be voided and transmitted to California Controller's Unclaimed Property Fund in your name, so that you may recover the funds at a later date.

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.