

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement  
3 Agreement”) is made and entered into by and between Plaintiffs Sam Torres (“Plaintiff Torres”) and  
4 Rick Perez (“Plaintiff Perez”) (together, “Plaintiffs” or “Class Representatives”), individually, and on  
5 behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved  
6 employees, and Defendant Rosenbalm Rockery, Inc. (“Defendant”) (collectively, Plaintiffs and  
7 Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as  
9 defined herein), the State of California as to the employment of Aggrieved Employees (as defined  
10 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On February 23, 2024, Plaintiff Torres provided written notice to the Labor and  
13 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified  
14 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California  
15 Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

16 2. On March 4, 2024, Plaintiffs filed a Class Action Complaint (“Class Operative  
17 Complaint”) in the action entitled *Rick Perez, et al. v. Rosenbalm Rockery, Inc.*, Fresno County  
18 Superior Court Case No. 24CECG00952 (“Class Action”), thereby commencing a putative class action  
19 against Defendant.

20 3. On April 29, 2024, Plaintiff Torres filed a Complaint for Enforcement Action Under  
21 the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“PAGA Operative Complaint”) in  
22 the action entitled *Samuel Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court Case  
23 No. 24CECG01868 (“PAGA Action”), which alleged one cause of action under the Private Attorneys  
24 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against  
25 Defendant.

26 4. On August 19, 2024, the Court entered an Order consolidating the Class Action and  
27 PAGA Action (together, “Actions”).

28 ///

1           5.       Defendant denies all allegations set forth in the Actions and has asserted numerous  
2 affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, the Parties desire  
3 to fully and finally settle the Actions, Released Class Claims (as defined herein), and Released PAGA  
4 Claims (as defined herein).

5           6.       Class Counsel diligently investigated the class and PAGA claims against Defendant,  
6 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
7 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
8 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
9 merits of the claims and contentions of the Parties.

10          7.       On July 2, 2025, the Parties participated in mediation with Tripper Ortman, Esq. (the  
11 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
12 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
13 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed  
14 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks  
15 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class  
16 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in  
17 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
18 Members, State of California, and Aggrieved Employees in light of all known facts and circumstances,  
19 including the risk of significant delay and uncertainty associated with litigation and various defenses  
20 asserted by Defendant.

21          8.       The Class Operative Complaint and PAGA Operative Complaint allege causes of  
22 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay  
23 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,  
24 failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay  
25 wages during employment, failure to provide compliant wage statements, failure to timely pay wages  
26 upon termination, and failure to reimburse necessary business expenses, violation of California  
27 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor  
28 Code violations, and for civil penalties under PAGA based on the allegations in the February 23, 2024

1 PAGA Letter.

2 9. The Parties expressly acknowledge that this Settlement Agreement is entered into  
3 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
4 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is  
5 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
6 positions.

7 **DEFINITIONS**

8 10. The following definitions are applicable to this Settlement Agreement. Definitions  
9 contained elsewhere in this Settlement Agreement will also be effective.

10 a. “Aggrieved Employees” means all current and former hourly-paid and/or non-  
11 exempt employees who worked for Defendant in the State of California at any time during the PAGA  
12 Period.

13 b. “Aggrieved Employee Amount” means the amount of Six Thousand Two  
14 Hundred Fifty Dollars and Zero Cents (\$6,250.00), i.e., 25% of the PAGA Allocation, to be distributed  
15 to Aggrieved Employees on a *pro rata* basis based on their Pay Periods.

16 c. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for  
17 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and  
18 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

19 d. “Class” or “Class Member(s)” means all current and former hourly-paid and/or  
20 non-exempt employees who worked for Defendant in the State of California at any time during the  
21 Class Period.

22 e. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle  
23 GruppChang, P.J. Van Ert, Melissa Rodriguez, Alexandra Rose, and James S. Winn Jr. of Blackstone  
24 Law, APC, who will seek to be appointed counsel for the Class.

25 f. “Class List” means a complete list of all Class Members that Defendant will  
26 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
27 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
28 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security

1 number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is  
2 necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

3 g. "Class Notice" means the Notice of Class Action Settlement, substantially in  
4 the form attached hereto as "Exhibit A."

5 h. "Class Period" means the period from March 4, 2020 through August 31, 2025.

6 i. "Class Settlement" means the settlement and resolution of all Released Class  
7 Claims.

8 j. "Court" means the Superior Court of the State of California for the County of  
9 Fresno.

10 k. "Defendant's Counsel" means Gregory C. Simonian and Valerie S. Higgins of  
11 Casas Riley Simonian LLP.

12 l. "Dispute" means a letter submitted by a Class Member disputing the number of  
13 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case  
14 name and number of the Class Action; (b) contain the Class Member's full name, signature, address,  
15 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)  
16 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to  
17 the Class Member and what the Class Member contends is the correct number; and (d) be returned by  
18 mail to the Settlement Administrator at the specified address, postmarked on or before the Response  
19 Deadline.

20 m. "Effective Date" means the following: (i) if no Settlement Class Member  
21 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if  
22 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first  
23 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or  
24 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final  
25 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting  
26 in final judicial approval of the Settlement.

27 ///

28 ///

1 n. “Employer Taxes” means the employer’s share of payroll taxes in connection  
2 with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition  
3 to the Gross Settlement Amount.

4 o. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in  
5 recognition of their effort and work in prosecuting the Actions on behalf of Class Members and  
6 Aggrieved Employees, and general release of claims, as set forth in Paragraph 15.

7 p. “Final Approval” means the determination by the Court that the Settlement is  
8 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

9 q. “Final Approval Hearing” means the hearing at which the Court will consider  
10 and determine whether the Settlement should be granted Final Approval.

11 r. “Final Approval Order and Judgment” means the order granting final approval  
12 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
13 Parties, and subject to approval by the Court.

14 s. “Gross Settlement Amount” means the amount of Four Hundred Twenty-Five  
15 Thousand Dollars and Zero Cents (\$425,000.00) to be paid by Defendant in full satisfaction of the  
16 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and  
17 Costs, Enhancement Payments, PAGA Allocation, Settlement Administration Costs, and Net  
18 Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer  
19 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is  
20 non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
21 Settlement Amount is subject to increase, as provided in Paragraph 17.

22 t. “Individual PAGA Payment” means the *pro rata* share of the Aggrieved  
23 Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA  
24 Settlement, to be calculated in accordance with Paragraph 19.

25 u. “Individual Settlement Payment” means the net payment of each Settlement  
26 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
27 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
28 Paragraph 20.

1 v. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
2 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
3 in accordance with Paragraph 18.

4 w. “LWDA Payment” means the amount of Eighteen Thousand Seven Hundred  
5 Fifty Dollars and Zero Cents (\$18,750.00), i.e., 75% of the PAGA Allocation, that the Parties have  
6 agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

7 x. “Net Settlement Amount” means the portion of the Gross Settlement Amount  
8 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
9 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Allocation, and  
10 Settlement Administration Costs.

11 y. “Notice of Objection” means a Settlement Class Member’s written objection to  
12 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)  
13 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of  
14 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection  
15 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other  
16 documents upon which the objection is based; and (e) be returned by mail to the Settlement  
17 Administrator at the specified address, postmarked on or before the Response Deadline.

18 z. “PAGA Allocation” means the allocation of Twenty-Five Thousand Dollars  
19 and Zero Cents (\$25,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-  
20 five percent (75%) of the PAGA Allocation, or \$18,750.00, will be paid to the LWDA (i.e., the LWDA  
21 Payment) and the remaining twenty-five percent (25%), or \$6,250.00, will be distributed to the  
22 Aggrieved Employees (i.e., the Aggrieved Employee Amount).

23 aa. “PAGA Period” means the period from February 23, 2023 through August 31,  
24 2025.

25 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA  
26 Claims.

27 ///

28 ///

1 cc. "Pay Periods" means the number of pay periods each Aggrieved Employee  
2 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA  
3 Period. Pay Periods will be calculated by the Settlement Administrator by adding all the calendar days  
4 within the PAGA Period that the employee was employed and dividing that number of days by seven  
5 (7). Any partial Pay Period will be expressed as a percentage of a full Pay Period. If it can be readily  
6 determined, Pay Periods where someone was employed but did not record any hours can be excluded  
7 from this calculation.

8 dd. "Preliminary Approval" means the date on which the Court enters the  
9 Preliminary Approval Order.

10 ee. "Preliminary Approval Order" means the order granting preliminary approval  
11 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
12 the Court.

13 ff. "Released Class Claims" means any and all claims which were alleged or which  
14 could have been reasonably alleged based on the factual allegations in the Class Operative Complaint,  
15 arising during the Class Period, which shall specifically include claims for Defendant's alleged failure  
16 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium  
17 payments, timely pay wages during employment and upon termination, provide accurate wage  
18 statements, and reimburse necessary business-related expenses in violation of California Labor Code  
19 Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800,  
20 and 2802, applicable Industrial Welfare Commission Wage Orders, and California Business and  
21 Professions Code sections 17200, *et seq.*

22 gg. "Released PAGA Claims" means any and all claims arising from any of the  
23 factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA  
24 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code  
25 Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay  
26 overtime, straight time, and minimum wages, provide compliant meal and rest periods and associated  
27 premium payments, timely pay wages during employment and upon termination, provide compliant  
28 wage statements, maintain complete and accurate payroll records, and reimburse necessary business-

1 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7,  
2 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare  
3 Commission Wage Order and including claims for penalties under California Labor Code sections  
4 2699, 558, 210, 226, 226.3, 1174.5, 1197.1, and 1199, penalties under applicable IWC Wage Orders,  
5 and any and all additional penalties and remedies as provided by the California Labor Code and/or  
6 other statutes.

7           hh.     “Released Parties” means Defendant and its current and former owners,  
8 officers, directors, employees, agents, members, insurers, shareholders, subsidiaries, affiliates,  
9 predecessors, successors, and assigns.

10           ii.     “Request for Exclusion” means a letter submitted by a Class Member indicating  
11 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
12 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,  
13 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
14 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
15 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

16           jj.     “Response Deadline” means the deadline by which Class Members must submit  
17 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
18 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to  
19 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response  
20 Deadline will be extended to the next day on which the United States Postal service is open. The  
21 Response Deadline may also be extended by express agreement between Class Counsel and  
22 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
23 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
24 Response Deadline.

25           kk.     “Settlement Administrator” means Apex Class Action LLC, or any other third-  
26 party class action settlement administrator agreed to by the Parties and approved by the Court for  
27 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
28 not have any financial interest in the Settlement Administrator or otherwise have a relationship with

1 the Settlement Administrator that could create a conflict of interest.

2 ll. "Settlement Administration Costs" means the costs payable from the Gross  
3 Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in  
4 Paragraph 16.

5 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
6 who do not submit a timely and valid Request for Exclusion.

7 nn. "Workweeks" means the number of weeks each Class Member worked for  
8 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.  
9 Workweeks will be calculated by the Settlement Administrator by adding all the calendar days within  
10 the Class Period that the employee was employed and dividing that number of days by seven (7). Any  
11 partial Workweeks will be expressed as a percentage of a full Workweek. If it can be readily  
12 determined, Workweeks where someone was employed but did not record any hours can be excluded  
13 from this calculation.

14 **CLASS CERTIFICATION**

15 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
16 Class.

17 12. The Parties agree that certification for the purpose of settlement is not an admission  
18 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
19 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
20 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
21 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
22 non-settlement context.

23 **TERMS OF THE AGREEMENT**

24 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
25 forth herein, the Parties agree, subject to the Court's approval, as follows:

26 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
27 or motion by Class Counsel for attorneys' fees in the amount up one-third (1/3) of the Gross Settlement  
28 Amount (i.e., \$141,667.00 if the Gross Settlement Amount is \$425,000.00) and reimbursement of

1 actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in  
2 an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both of which will be  
3 paid from the Gross Settlement Amount. These amounts will cover any and all work performed and  
4 any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including  
5 without limitation all work performed and costs incurred to date, and all work to be performed and all  
6 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,  
7 including any objections raised and any appeals necessitated by those objections. Class Counsel shall  
8 be solely and legally responsible for correctly characterizing this compensation for tax purposes and  
9 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form  
10 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys'  
11 Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net  
12 Settlement Amount for the benefit of the Settlement Class Members.

13 14. Enhancement Payments. Defendant agrees not to oppose or impede any application or  
14 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars and Zero  
15 Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00). The Enhancement Payments, which will be  
16 paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other  
17 payments they are entitled to under the Settlement. The Plaintiffs shall be solely and legally  
18 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes  
19 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for  
20 the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded  
21 by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the  
22 Settlement Class Members.

23 15. PAGA Allocation. Subject to approval by the Court, the Parties agree that the amount  
24 of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross  
25 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code  
26 Section 2698, *et seq.* (i.e., the PAGA Allocation), of which seventy-five percent (75%), or \$18,750.00,  
27 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$6,250.00,  
28 will be distributed to Aggrieved Employees (i.e., the Aggrieved Employee Amount) on a *pro rata*

1 basis, based on the total number of Pay Periods worked by each Aggrieved Employee during the  
2 PAGA Period (i.e., the Individual PAGA Payments).

3 16. Settlement Administration Costs. The Settlement Administrator will be paid for the  
4 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
5 which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These  
6 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,  
7 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices  
8 and other documents for the Settlement, calculating and distributing payments due under the  
9 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,  
10 and remittances, providing necessary reports and declarations, and other duties and responsibilities set  
11 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
12 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
13 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
14 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
15 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
16 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
17 Settlement Class Members.

18 17. Escalator Clause. Defendant has represented that the Class Members worked a total of  
19 9,000 Workweeks during the Class Period. If it is determined by the Settlement Administrator that  
20 the total number of Workweeks worked by the Class Members during the Class Period actually  
21 exceeds 9,000 by more than 10% (i.e., if the Workweeks exceed 9,900), then the Gross Settlement  
22 Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of  
23 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks  
24 increases by 11% to 9,990 Workweeks, then the Gross Settlement Amount will increase by 1%, or to  
25 \$429,250.

26 18. Individual Settlement Share Calculations. Individual Settlement Shares will be  
27 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
28 Workweeks, as follows:

1 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek  
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value  
4 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be  
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net  
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek  
9 Value to yield each Settlement Class Member’s final Individual Settlement Share.

10 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
11 calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved  
12 Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the  
13 Aggrieved Employee Amount, i.e., 25% of the PAGA Allocation, by the Pay Periods of all Aggrieved  
14 Employees to yield the “Pay Period Value,” and multiply each Aggrieved Employee’s individual Pay  
15 Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

16 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
17 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
18 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
19 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
20 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
21 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages  
22 portion of the Individual Settlement Shares and issue checks to Settlement Class Members for their  
23 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
24 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross  
25 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
26 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

27 ///

28 ///

1           21.   Administration of Taxes by the Settlement Administrator. The Settlement  
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, Aggrieved  
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
6 taxes and other legally required withholdings to the appropriate government authorities.

7           22.   Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel do not  
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement  
10 Class Members, and Aggrieved Employees are not relying on any statement, representation, or  
11 calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs,  
12 Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiffs, Settlement  
13 Class Members, and Aggrieved Employees will be solely responsible for the payment of any taxes  
14 and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement  
15 Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax  
16 consequences of any payment they receive under the Settlement.

17           23.   Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
18 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
20 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

1 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
4 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
5 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
7 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
8 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
9 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
10 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
11 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

12 24. Settlement Payments Do Not Trigger Additional Benefits. All payments made under  
13 this Settlement Agreement shall be deemed to be paid to the payee solely in the year in which such  
14 payments actually are issued to the payee. It is expressly understood and agreed that payments made  
15 under this Settlement Agreement shall not in any way entitle Plaintiffs, Settlement Class Members, or  
16 any Aggrieved Employee to additional compensation or benefits under any new or additional  
17 compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement  
18 in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any  
19 Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred  
20 compensation benefits (notwithstanding any contrary language or agreement in any benefit or  
21 compensation plan document that might have been in effect during the Class Period).

22 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
23 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of  
24 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement  
25 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
26 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to  
27 oppose the motion for preliminary approval of the Settlement consistent with this Settlement  
28 Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval

1 Order seeking the following:

- 2 a. Conditionally certifying the Class for settlement purposes only;
- 3 b. Granting Preliminary Approval of the Settlement;
- 4 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 5 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 6 e. Approving as to form and content, the mutually-agreed upon and proposed

7 Class Notice and directing its mailing by First Class U.S. Mail;

- 8 f. Approving the manner and method for Class Members to request exclusion
- 9 from or object to the Class Settlement as contained herein and within the Class Notice; and

- 10 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 11 Final Approval of the Settlement should be granted.

12 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(s)(2),  
13 Class Counsel shall notify the LWDA of the Settlement.

14 27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
15 Defendant will provide the Class List to the Settlement Administrator.

16 28. Notice by First-Class U.S. Mail.

17 a. Within seven (7) calendar days after receiving the Class List from Defendant,  
18 the Settlement Administrator will perform a search based on the National Change of Address Database  
19 or any other similar services available, such as provided by Experian, for information to update and  
20 correct for any known or identifiable address changes, and will mail a Class Notice in English and  
21 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
22 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
23 Administrator.

24 b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
25 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
26 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
27 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
28 attempt to determine the correct address using a skip-trace or other search, using the name, address,

1 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
2 calendar days.

3 c. Compliance with the procedures described herein above shall constitute due and  
4 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
5 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
6 provide notice of the Settlement.

7 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an  
8 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to  
9 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the  
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute  
12 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data  
13 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class  
14 Member, Defendant's records will be presumed to be correct and determinative of the dispute.  
15 However, if a Class Member produces information and/or documents to the contrary, the Settlement  
16 Administrator will evaluate the materials submitted by the Class Member and the Settlement  
17 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
18 the disputing Class Member should be credited with under the Settlement. The Settlement  
19 Administrator's decision on such disputes will be final and non-appealable.

20 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
21 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
22 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
24 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
25 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
26 submitted, and also identify the individuals who have submitted a timely and valid Request for  
27 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
28 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members

1 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
2 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
3 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
4 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
5 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
6 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
7 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
8 Final Approval to the Settlement. Notwithstanding the above, all Aggrieved Employees will be bound  
9 to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether  
10 they submit a Request for Exclusion.

11 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
12 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
13 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
14 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
15 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
16 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
17 and complete and which were not), and also attach them to a declaration that is to be filed with the  
18 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
19 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
20 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
21 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
22 whether they have submitted a Notice of Objection.

23 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide  
24 weekly reports to counsel for the Parties providing: (i) the number of undeliverable and re-mailed  
25 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
26 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
27 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
28 provide to counsel for the Parties any updated reports regarding the administration of the Settlement

1 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
2 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a  
3 Dispute.

4 33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
5 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
6 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
7 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the  
8 number of Class Members who have submitted timely and valid Requests for Exclusion following the  
9 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
10 administration owed to the Settlement Administrator incurred up to that date.

11 34. Certification of Completion. Upon completion of administration of the Settlement, the  
12 Settlement Administrator will provide a written declaration under oath to certify such completion to  
13 the Court and counsel for all Parties.

14 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
15 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
16 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
17 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
18 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final  
19 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
20 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
21 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
22 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final  
23 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 24 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
25 consummation of its terms and provisions;
- 26 b. Certification of the Settlement Class;
- 27 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 28 d. Approval of the application for Enhancement Payments to Plaintiffs;

1 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
2 and ordered by the Court; and

3 f. Entering judgment in the Actions, while maintaining continuing jurisdiction, in  
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 36. Funding of the Gross Settlement Amount. No later than five (5) business days after  
6 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
7 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
8 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
9 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
10 unemployment insurance tax ID number, and other information requested by the Settlement  
11 Administrator, no later than five (5) business days after the Effective Date.

12 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
13 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
14 Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved  
15 Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and  
16 Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator  
17 shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and  
18 withholding, and timely forward these to the appropriate government authorities.

19 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
20 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
21 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
22 Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the  
23 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
24 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
25 Members and Aggrieved Employees are not required to submit a claim to be issued an Individual  
26 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
27 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
28 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
associated with such canceled checks shall be distributed by the Settlement Administrator to Marjaree

1 Mason Center (the proposed *cy pres* recipient) in accordance with California Civil Procedure Code  
2 Section 384. The Parties and their counsel each represent that they do not have any financial interest  
3 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of  
4 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and  
5 reporting required under applicable local, state, and federal tax laws that are necessitated due to the  
6 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the  
7 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts  
8 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or  
9 withholding associated with canceled Individual Settlement Payment checks, all such amounts shall  
10 also be transmitted to Marjaree Mason Center. Settlement Class Members whose Individual  
11 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and  
12 Aggrieved Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be  
13 bound by the PAGA Settlement.

14 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross  
15 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,  
16 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
17 Released Class Claims.

18 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross  
19 Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and  
20 all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled,  
21 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

22 41. General Release. Upon the Effective Date and full funding of the Gross Settlement  
23 Amount, the Parties, individually and on their own behalf, will be deemed to have fully, finally, and  
24 forever released, settled, compromised, relinquished, and discharged each other and the Released  
25 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,  
26 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,  
27 suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from Plaintiffs'  
28 employment and/or separation of employment with Defendant, which each Party, at any time up until

1 the execution of this Settlement Agreement, had or claimed to have or may have. It is agreed that this  
2 is a general release and is to be broadly construed as a release of all claims, provided that,  
3 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that  
4 cannot be released hereunder by law. Any and all rights granted under any state or federal law or  
5 regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542  
6 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California  
7 Civil Code reads as follows:

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

13 42. Final Approval Order and Judgment. The Parties shall provide the Settlement  
14 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
15 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
16 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
17 Class will be required.

18 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
19 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
20 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
21 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
22 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
23 Settlement Agreement.

24 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
25 Settlement Agreement shall have the following effects:

26 a. The Settlement Agreement shall be void and shall have no force or effect, and  
27 no Party shall be bound by any of its terms;

28 ///

1           b.       In the event the Settlement Agreement is terminated, Defendant shall have no  
2 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
3 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
4 Administrator is notified that the Settlement has been terminated;

5           c.       The Preliminary Approval Order and Final Approval Order and Judgment,  
6 including any order certifying the Class, shall be vacated;

7           d.       The Settlement Agreement and all negotiations, statements, and proceedings  
8 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
9 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

10          e.       Neither this Settlement Agreement, nor any ancillary documents, actions,  
11 statements, or filings in furtherance of the Settlement (including all matters associated with the  
12 mediation) shall be admissible or offered into evidence in the Actions or any other action for any  
13 purpose whatsoever; and

14          f.       Any documents generated to bring the Settlement into effect, will be null and  
15 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
16 likewise be treated as void from the beginning.

17          45.     No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
20 of action or right herein released and discharged.

21          46.     Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
22 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
23 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

24          47.     Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
25 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
26 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
27 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
28 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure

1 Section 1856(a), which provide that a written agreement is to be construed according to its terms and  
2 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic  
3 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement  
4 Agreement.

5 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
6 the Actions (including with respect to California Code of Civil Procedure Section 583.310), except  
7 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
8 Approval Hearing to be conducted by the Court.

9 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
10 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
11 except by written agreement signed by the Parties. After the filing of the motion for preliminary  
12 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement  
13 Agreement except by written agreement signed by the Parties and subject to Court approval. A waiver  
14 or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other  
15 provision.

16 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
19 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
20 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
21 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
22 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
23 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
24 confidentiality provisions that otherwise might apply under state or federal law.

25 51. Signatories. It is agreed that because the members of the Class are so numerous, it is  
26 impossible or impractical to have each Settlement Class Member or Aggrieved Employee execute this  
27 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
28 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have  
the same force and effect as if this Settlement Agreement were executed by each Settlement Class

1 Member and Aggrieved Employee.

2 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
5 hereto will be governed by and interpreted according to the laws of the State of California.

6 54. Execution and Counterparts. This Settlement Agreement is subject only to the  
7 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
8 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
9 copies of the signature page, will be deemed to be one and the same instrument.

10 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived  
12 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking  
13 into account all relevant factors, present and potential. The Parties further acknowledge that they are  
14 each represented by competent counsel and that they have had an opportunity to consult with their  
15 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if  
16 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the  
17 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the  
18 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

19 56. Invalidity of Any Provision. The provisions of this Settlement Agreement are  
20 severable, and if any part of it is found to be invalid or unenforceable by a court of competent  
21 jurisdiction, the other parts shall remain fully valid and enforceable. It is the express intention of the  
22 Parties that this Agreement be given full force and effect to the extent legally permissible.

23 57. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by  
24 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate  
25 to implement the Settlement.

26 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
27 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
28 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and

1 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
2 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
3 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
4 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
5 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
6 construed as an admission or concession by Defendant of any such violations or failures to comply  
7 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
8 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
9 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
10 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
11 federal, state, local, or other applicable law.

12       59.    Captions. The captions and paragraph numbers in this Settlement Agreement are  
13 inserted for the reader’s convenience, and in no way define, limit, construe, or describe the scope or  
14 intent of the provisions of this Settlement Agreement.

15       60.    Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
16 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
17 construed more strictly against one Party than another merely by virtue of the fact that it may have  
18 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
19 negotiations between the Parties, all Parties have contributed equally to the preparation of this  
20 Settlement Agreement.

21       61.    Representation By Counsel. The Parties acknowledge that they have been represented  
22 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
23 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
24 reviewed in full.

25       62.    All Terms Subject to Final Court Approval. All amounts and procedures described in  
26 this Settlement Agreement herein will be subject to final Court approval.

27 ///

28 ///





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF SAM TORRES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Sam Torres

**PLAINTIFF RICK PEREZ**

Dated: 10/20/2025

*Rick Perez*  
\_\_\_\_\_  
Plaintiff Rick Perez

**DEFENDANT ROSENBALM ROCKERY, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Full Name: Todd Rosenbalm  
Title: Vice President  
On behalf of Defendant Rosenbalm Rockery, Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF SAM TORRES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Sam Torres

**PLAINTIFF RICK PEREZ**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Rick Perez

**DEFENDANT ROSENBALM ROCKERY, INC.**

Dated: 10-29-25

\_\_\_\_\_  


Full Name: Todd Rosenbalm  
Title: Vice President  
On behalf of Defendant Rosenbalm Rockery, Inc.

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Perez; Torres v. Rosenbalm Rockery, Inc.*  
Superior Court of California for the County of Fresno, Case No. 24CECG00952  
*Torres v. Rosenbalm Rockery, Inc.*  
Superior Court of California for the County of Fresno, Case No. 24CECG01868

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Sam Torres ("Plaintiff Torres") and Rick Perez ("Plaintiff Perez") (together, "Plaintiffs") and Defendant Rosenbalm Rockery, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Perez; Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court, Case No. 24CECG00952 ("Class Action") and *Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court, Case No. 24CECG01868 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 4, 2020 through August 31, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"Aggrieved Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from February 23, 2023 through August 31, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On February 23, 2024, Plaintiff Torres provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated ("PAGA Letter"). On March 4, 2024, Plaintiffs commenced a putative class action lawsuit by filing a Class Action Complaint ("Class Operative Complaint") in the Class Action. On April 29, 2024, Plaintiff Torres commenced a representative action lawsuit by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("PAGA Operative Complaint") in the PAGA Action. On August 19, 2024, the Court entered an Order consolidating the Class Action and PAGA Action (together, "Actions").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et*

*seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Torres and Plaintiff Perez as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Barbara DuVan-Clarke  
Danielle GruppChang  
P.J. Van Ert  
Melissa Rodriguez  
Alexandra Rose  
James S. Winn Jr.  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff (total, \$20,000.00) for their services in the Actions; (3) the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% (\$18,750.00) (“LWDA Payment”) and the remaining 25% (\$6,250.00) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and

Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the Aggrieved Employee Amount, i.e., 25% of the PAGA Allocation, by the Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From March 4, 2020 through August 31, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From February 23, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery, Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime, straight time, and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order and including claims for penalties under California Labor Code sections 2699, 558, 210, 226, 226.3, 1174.5, 1197.1, and 1199, penalties under applicable IWC Wage Orders, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

“Released Parties” means Defendant and its current and former owners, officers, directors, employees, agents, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (“Enhancement Payments”) (total, \$20,000.00) in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, they will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery, Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 8 of the Fresno County Superior Court, located at B.F. Sisk Court, 1130 O Street, Fresno, California 93721, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting: <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>. Once on the page, use the search bar to enter the case numbers provided above and click “Submit.” The case details will appear-click the number listed next to the case name to access the full case history. Scroll down to view all documents filed in the case.

You may also visit the Settlement Administrator’s website at [redacted] for key documents in the Actions.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT THE ATTORNEYS IN THIS MATTER:**

**CLASS COUNSEL ...**

**Blackstone Law, APC**

**DEFENSE COUNSEL...**

**Casas Riley Simonian LLP**