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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF MADERA**

17 MAURICIO ESPARZA-VALDEZ,
 18 individually, and on behalf of all others
 19 similarly situated,
 20 *Plaintiff,*

21 v.

22 VEZINA INDUSTRIES, INC., a
 23 corporation; and DOES 1 through 10,
 24 inclusive,
 25 *Defendants.*

Case No. MCV095037
 Assigned to Hon. Eric J. LiCalsi, Dept. 44
 Complaint filed: April 30, 2025
 Trial date: Not Set

26 **CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

27 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
 28 between Plaintiff Mauricio Esparza-Valdez (“Plaintiff”) and Defendant Vezina Industries, Inc.,
 a corporation, (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
 “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations
 against Defendants captioned *Mauricio Esparza-Valdez v. Vezina Industries, Inc.*, Madera
 Superior Court Case No. MCV095037.

1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have

1 agreed to appoint to administer the Settlement.

2 1.3 “Administration Costs” means the amount the Administrator will be paid from the
3 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
4 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
5 Approval of the Settlement.

6 1.4 “Aggrieved Employee” means all hourly, non-exempt employees who performed work
7 for Defendant in California during the PAGA Period, including current and former employees
8 (“Aggrieved Employee(s)”).

9 1.5 “Class” means all hourly, non-exempt employees who performed work for Defendant
10 in California during the Class Period, including current and former employees (“Class
11 Member(s)”).

12 1.6 “Class Counsel” means Nicol E. Hajjar, Esq., Kristen Tojo, Esq., Alan Wilcox, Esq.,
13 and Lucy Nguyen, Esq. of Wilshire Law Firm, PLC.

14 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
15 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
16 request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at
17 \$87,999.12).

18 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
19 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
20 not to exceed \$20,000.00, and paid from the Gross Settlement Amount.

21 1.9 “Class Data” means Class Member identifying information in Defendant’s possession,
22 custody, or control for each Class Member, including each Class Member’s name, Social
23 Security Number, last-known mailing address, number of Workweeks, and number of PAGA
24 Pay Periods.

25 1.10 “Class Member Address Search” means the Administrator’s investigation and search
26 for current Class Member mailing addresses using all reasonably available sources, methods,
27 and means including, but not limited to, the National Change of Address database, skip traces,
28 and direct contact by the Administrator with Class Members.

1 1.11 “Class Notice” means the Court approved Notice of Settlement and hearing date for
2 Final Approval, to be mailed to Class Members in English with a Spanish translation in the
3 form, without material variation, attached as Exhibit A and incorporated by reference into this
4 Agreement.

5 1.12 “Class Period” means the period from April 30, 2021, through the date on which the
6 Court issues an order granting preliminary approval of this Settlement, inclusive.

7 1.13 “Class Representative” means the named Plaintiff Mauricio Esparza-Valdez in the
8 Action.

9 1.14 “Class Representative Service Payment” or “Enhancement Award” means the payment
10 to the Class Representative for initiating the Action and providing services in support of the
11 Action.

12 1.15 “Court” means the Superior Court of California, County of Madera.

13 1.16 “Defendant” means named Defendants Vezina Industries, Inc., et al.

14 1.17 “Defense Counsel” means Timothy B. Nelson (SBN 235279) and Christa A. Hall
15 (SBN 328881) of Medina McKelvey LLP.

16 1.18 “Effective Date” means the date by which both of the following have occurred: (a) the
17 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
18 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
19 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
20 one or more Participating Class Members objects to the Settlement, the day after the deadline
21 for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is
22 filed, the day after the appellate court affirms the Judgment and issues a remittitur.

23 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

24 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
25 of the Settlement.

26 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final
27 Approval of the Settlement.

28 1.22 “Gross Settlement Amount” or “GSA” means \$264,000.00 which is the total amount

1 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator
2 Clause.

3 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of
4 the Net Settlement Amount calculated according to the number of Workweeks worked during
5 the Class Period.

6 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35%
7 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
8 the PAGA Period.

9 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

10 1.26 “LWDA” means the California Labor and Workforce Development Agency, the
11 agency entitled, under Labor Code section 2699, subd. (i).

12 1.27 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
13 under Labor Code section 2699, subd. (i).

14 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following
15 payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement
16 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
17 Administration Costs. The remainder is to be paid to Participating Class Members as Individual
18 Class Payments.

19 1.29 “Non-Participating Class Member” means any Class Member who opts out of the
20 Settlement by sending the Administrator a valid and timely Request for Exclusion.

21 1.30 “Operative Complaint” means the operative class and representative action complaint
22 filed in the Action.

23 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
24 worked for Defendant and recorded at least one or more hours of work time during the PAGA
25 Period.

26 1.32 “PAGA Period” means the period from April 16, 2024, through the date on which the
27 Court issues an order granting preliminary approval of this Settlement, inclusive.

28 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1 1.34 “PAGA Notice” means Plaintiff’s letter to the LWDA and Defendant providing notice
2 pursuant to Labor Code section 2699.3, subd. (a), which was assigned number LWDA-CM-
3 1092621-25 by the LWDA.

4 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
5 Gross Settlement Amount (\$13,200.00), allocated 35% to the Aggrieved Employees (\$4,620.00)
6 and 65% to LWDA (\$8,580.00) in settlement of PAGA claims.

7 1.36 “Participating Class Member” means a Class Member who does not submit a valid and
8 timely Request for Exclusion from the Settlement.

9 1.37 “Plaintiff” means Mauricio Esparza-Valdez, the named plaintiff in the Action.

10 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
11 the Settlement.

12 1.39 “Released Class Claims” means the claims being released as described in Paragraph
13 5.2 below.

14 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph
15 5.3 below.

16 1.41 “Released Parties” means Defendant and Defendant’s former and present directors,
17 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
18 subsidiaries, and affiliates.

19 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be
20 excluded from the Class Settlement signed by the Class Member.

21 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class
22 Members and Aggrieved Employees and shall be the last date on which Class Members may:
23 (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his
24 or her Objection to the Settlement. Class Members to whom Notice packets are resent after
25 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
26 calendar days beyond the Response Deadline has expired.

27 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the
28 Judgment.

1 1.45 “Workweek” means any workweek in which a Class Member provided labor or
 2 services for Defendant in California during the Class Period for remuneration and recorded
 3 work time . The number of Workweeks for each Class Member is calculated by taking the total
 4 number of regular hours worked by the Class Member during the Class Period and dividing by
 5 40. No less than fourteen (14) days after executing this Agreement, Defendant agrees to provide
 6 a declaration from one or more persons with requisite personal knowledge and authority on
 7 behalf of Defendant attesting as follows: 1) an estimate of the number of Class Members, 2) an
 8 estimate of the number of Workweeks worked by Class Members throughout the Class Period,
 9 3) an estimate of the number of Aggrieved Employees throughout the PAGA Period, 4) an
 10 estimate of the number of PAGA Pay Periods throughout the PAGA Period, 5) the average
 11 number of hours worked per week by Class Members throughout the Class Period, 6) the
 12 average number of shifts worked per Workweek by Class Members throughout the Class
 13 Period, and 7) the number Class Members who quit or were discharged/terminated throughout
 14 the Class Period.

15 2. **RECITALS.**

16 2.1 Plaintiff Mauricio Esparza-Valdez filed this class action complaint on April 30, 2025,
 17 against Defendant Vezina Industries, Inc. for alleged systemic violations of the California Labor
 18 Code and Business & Professions Code. Plaintiff brings this action on behalf of himself and
 19 similarly situated employees for: 1. Failure to Pay Minimum and Straight Time Wages (Cal.
 20 Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1); 2. Failure to Pay Overtime Wages (Cal.
 21 Lab. Code §§ 1194 and 1198); 3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7,
 22 512); 4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); 5. Failure to
 23 Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); 6. Failure to Provide
 24 Accurate Itemized Wage Statements (Cal. Lab. Code § 226); 7. Failure to Indemnify Employees
 25 for Expenditures (Cal. Lab. Code § 2802); and 8. Unfair Business Practices (Cal. Bus. & Prof.
 26 Code §§ 17200, et seq.). On April 16, 2025, Plaintiff filed a PAGA Notice with the California
 27 Labor & Workforce Development Agency and served to Defendant, pursuant to Labor Code §
 28 2699.3(a). Plaintiff intends to amend his complaint to include a representative cause of action

1 under the Private Attorneys General Act (PAGA) to seek civil penalties on behalf of the State of
2 California and other aggrieved employees. Plaintiff has only held off from amending his
3 pleading/filing for leave to amend to conserve resources due to mediation. Plaintiff believes that
4 Defendant's liability is supported by Plaintiff's testimony and corroborated by the nature of
5 Defendant's policies and practices, which affected not only Plaintiff but similarly situated
6 employees across the class period.

7 2.2 This matter is assigned for all purposes to Honorable Eric J. LiCalsi, Department 44 of
8 the Madera Superior Court. A trial date has not been set.

9 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the
10 laws identified in the Action, and denies any and all liability for the causes of action alleged in
11 the Action.

12 2.4 In advance of mediation, Defendant agreed to provide informal discovery, including
13 Defendant's informal production of Class member and Aggrieved Employees' time and pay
14 records; Plaintiff's personnel files including complete time records and pay stubs, Data points,
15 and Class Member job descriptions. In advance of mediation, Class Counsel conducted a
16 thorough investigation into the facts of, and applicable law to the Action.

17 2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time
18 and payroll data for Class Members and the necessary policy documents through informal
19 discovery to properly evaluate the strengths and weakness of the claims and engage in
20 meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria
21 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801
22 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
23 ("*Dunk/Kullar*").

24 2.6 On September 4, 2025, the Parties participated in an all-day mediation presided over
25 by mediator Kelly A. Knight, Esq. via Zoom. The Parties accepted a mediator's proposal that
26 day and agreed on general settlement terms. The Parties memorialized their agreement in a
27 Memorandum of Understanding on September 4, 2025.

28 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of

1 any other pending matter or action asserting claims that will be extinguished or affected by the
2 Settlement.

3 3. **MONETARY TERMS.**

4 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
5 Defendant will pay \$264,000.00 to fully settle, resolve, and extinguish all claims asserted in the
6 Action, including without limitation all claims asserted in the PAGA Notice. The Gross
7 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on
8 the wage portions of the Individual Class Payments, which Defendant will pay separately.

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

12 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
13 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
14 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
15 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the
16 Court approves an Enhancement Award less than the amount requested, the Administrator will
17 retain the remainder in the Net Settlement Amount to be distributed to Participating Class
18 Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff
19 assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

20 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
21 of the GSA, which is currently estimated to be \$87,999.12, and a Class Counsel Litigation
22 Expenses Payment for actual costs. Defendant will not oppose requests for these payments. If
23 the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
24 Payment less than the amounts requested, the Administrator will allocate the remainder to the
25 Net Settlement Amount for distribution to Participating Class Members. Released Parties shall
26 have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any
27 portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
28 Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses

1 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
 2 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
 3 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
 4 or controversy regarding any division or sharing of any of these Payments.

5 3.2.3 To the Administrator: An amount for Administrator Costs that represents actual
 6 costs, not to exceed \$6,990.00 except for a showing of good cause and as approved by the
 7 Court. To the extent the Administration Costs are less, or the Court approves payment of less
 8 than requested, the Administrator will retain the remainder in the Net Settlement Amount to be
 9 distributed to Participating Class Members.

10 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated
 11 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
 12 Participating Class Members during the Class Period, and (b) multiplying the result by each
 13 individual Participating Class Member’s Workweeks.

14 3.2.4.1 Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
 15 each Participating Class Member’s Individual Class Payment will be allocated to the Settlement
 16 of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will
 17 be reported on an IRS W-2 Form. The remaining 85% of each Participating Class Member’s
 18 Individual Class Payment will be allocated to the settlement of claims for interest and penalties
 19 (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and
 20 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility
 21 and liability for any employee taxes owed on their Individual Class Payment.

22 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
 23 Class Payments. Non-Participating Class Members will not receive any Individual Class
 24 Payments. The Administrator will retain amounts equal to their Individual Class Payments in
 25 the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

26 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
 27 \$13,200.00 to be paid from the Gross Settlement Amount, with 65% (\$8,580.00) allocated to
 28 the LWDA PAGA Payment and 35% (\$4,620.00) allocated to the Individual PAGA Payments.

1 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
2 dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$4,620.00)
3 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during
4 the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's
5 PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
6 owed on their Individual PAGA Payment.

7 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
8 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
9 Participating Class Members. The Administrator will report the Individual PAGA Payments on
10 IRS 1099 Forms.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
13 records, Defendant represents there are 223 Class Members who collectively worked a total of
14 15,922.75 Workweeks during the Class Period. The number of Workweeks was calculated by
15 dividing the total number of regular hours worked by Class Members during the Class Period
16 and dividing by 40.

17 4.2 Class Data. Within 21 days of the Court issuing an order granting preliminary approval
18 of this Settlement, Defendant will deliver to the Administrator identifying information in
19 Defendant's possession, custody, or control for each Class Member, including each Class
20 Member's name, Social Security Number, last known mailing address, number of Workweeks,
21 and number of PAGA Pay Periods. The Administrator will maintain the Class Data in
22 confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and
23 payments to the Class Members) and for no other purpose, and restrict access to the Class Data
24 to Administrator employees who need access to the Class Data to effect and perform under this
25 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
26 that the Class Data is incomplete, inaccurate, or omitted class member identifying information,
27 and to provide corrected or updated Class Data as soon as reasonably feasible. Without any
28 extension of the deadline by which Defendant must send the Class Data to the Administrator,

1 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
2 otherwise resolve any issues related to missing or omitted Class Data. Additionally, on or before
3 the date on which Plaintiff files the initial motion for approval of this Settlement, Defendant's
4 counsel shall confirm in writing to Plaintiff's counsel that the Class Data will be in their
5 possession by no later than 7 calendar days after that filing date, to ensure that there will be no
6 delays in providing the Class Data to the Administrator.

7 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
8 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by
9 transmitting the funds to the Administrator no later than fourteen (14) days of the Effective
10 Date.

11 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
12 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
13 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment,
14 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
15 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
16 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
17 Individual Class Payments and Individual PAGA Payments.

18 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
19 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
20 face of each check shall prominently state the date (180 days after the date of mailing) when the
21 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
22 Void Date. The Administrator will send checks for Individual Settlement Payments to all
23 Participating Class Members (including those for whom the Class Notice was returned
24 undelivered). The Administrator will send checks for Individual PAGA Payments to all
25 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
26 Employees (including those for whom Class Notice was returned undelivered). The
27 Administrator may send Participating Class Members a single check combining the Individual
28 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement

1 Administrator must update the recipients' mailing addresses using the National Change of
2 Address Database.

3 4.4.2 The Administrator must conduct a Class Member Address Search for all other
4 Class Members whose checks are returned undelivered without USPS forwarding address.
5 Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to
6 the USPS forwarding address provided or to an address ascertained through the Class Member
7 Address Search. The Administrator need not take further steps to deliver checks to Class
8 Members whose re-mailed checks are returned as undelivered. The Administrator shall
9 promptly send a replacement check to any Class Member whose original check was lost or
10 misplaced, requested by the Class Member prior to the void date.

11 4.4.3 For any Class Member whose Individual Class Payment check or Individual
12 PAGA Payment check is uncashed and canceled after the void date, the Administrator shall
13 transmit the funds represented by such checks to the California Controller's Unclaimed Property
14 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
15 requirements of California Code of Civil Procedure Section 384, subd. (b).

16 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
17 not obligate Defendant to confer any additional benefits or make any additional payments to
18 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
19 Agreement.

20 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
21 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
22 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
23 Released Parties as follows:

24 5.1 **Plaintiff's Release.** Upon Defendant's payment in full of the GSA and the
25 employer's taxes for the portion of the Settlement allocated to settlement of wage claims,
26 Plaintiff agrees to a general release of all of Plaintiff's known and unknown claims against the
27 Released Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties
28 from all claims, transactions, or occurrences, that occurred during the Class Period, including all

1 claims that were, or reasonably could have been, alleged, based on the facts contained in the
2 Action; and claims under the Fair Employment and Housing Act, Americans with Disabilities
3 Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent
4 claims under federal law (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any
5 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
6 benefits, disability benefits, social security benefits, workers’ compensation benefits that arose
7 at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
8 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
9 now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and
10 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s
11 discovery of them.

12 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
13 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions,
14 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

19 5.2 Released Class Claims: Upon Defendant’s payment in full of the GSA and the
20 employer’s taxes for the portion of the Settlement allocated to settlement of wage claims, the
21 claims waived, released, and discharged by Class Members (other than those who submit timely
22 and valid requests for exclusion) as to the Released Parties are all claims arising during the
23 Class Period which were asserted against Defendant in the operative complaint filed in the
24 Action or which reasonably could have been asserted against Defendant based on the factual
25 allegations stated the operative complaint filed in the Action.

26 5.3 Released PAGA Claims: Upon Defendant’s payment in full of the GSA and the
27 employer’s taxes for the portion of the Settlement allocated to settlement of wage claims, the
28 claims waived, released, and discharged by Aggrieved Employees and the State of California as

1 to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which
2 were asserted against Defendant in Plaintiff's PAGA Notice preceding the Action and/or the
3 operative complaint filed in the Action or (b) which reasonably could have been asserted against
4 Defendant based on the factual allegations stated in Plaintiff's PAGA Notice preceding the
5 Action and/or the operative complaint filed in the Action.

6 **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion
7 for preliminary approval ("Motion for Preliminary Approval").

8 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
9 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
10 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
11 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd.
12 (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA
13 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff
14 confirming willingness and competency to serve and disclosing all facts relevant to any actual
15 or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
16 declaration from Class Counsel attesting to its competency to represent the Class Members; its
17 timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (1)(2));
18 and (vi) all facts relevant to any actual or potential conflict of interest with Class Members,
19 and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they
20 are not aware of any other pending matter or action asserting claims that will be extinguished or
21 adversely affected by the Settlement.

22 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
23 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel
24 will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
25 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
26 ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

27 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
28 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

1 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
2 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
3 Preliminary Approval or conditions Preliminary Approval on any material change to this
4 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
5 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
6 and otherwise satisfy the Court's concerns.

7 **7. SETTLEMENT ADMINISTRATION.**

8 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC,
9 to serve as the Administrator and verified that, as a condition of appointment, the Administrator
10 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
11 Agreement in exchange for payment of Administration Costs. The Parties and their Counsel
12 represent that they have no interest or relationship, financial or otherwise, with the
13 Administrator other than a professional relationship arising out of prior experiences
14 administering settlements.

15 7.2 Employer Identification Number. The Administrator shall have and use its own
16 Employer Identification Number for purposes of calculating payroll tax withholdings and
17 providing reports to state and federal tax authorities.

18 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
20 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
21 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
22 to Participating Class Members.

23 7.4 Notice to Class Members.

24 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the
25 Administrator shall notify Class Counsel that the list has been received and state the number of
26 Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

27 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
28 days after receiving the Class Data, the Administrator will send to all Class Members identified

1 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
2 with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The
3 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual
4 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number
5 of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
6 Notices, the Administrator shall update Class Member addresses using the National Change of
7 Address database.

8 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
10 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
11 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
12 Notice to the most current address obtained. The Administrator has no obligation to make
13 further attempts to locate or send Class Notice to Class Members whose Class Notice is
14 returned by the USPS a second time.

15 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
17 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
18 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
19 mailed Class Notice.

20 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data and should
22 have received Class Notice, the Parties will expeditiously meet and confer in person or by
23 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
24 If the Parties agree, such persons will be Class Members entitled to the same rights as other
25 Class Members, the Administrator will send, via email or overnight delivery, a Class Notice
26 requiring them to exercise options under this Agreement not later than 14 days after receipt of
27 Class Notice, or the deadline dates in the Class Notice, whichever are later.

28 7.5 Requests for Exclusion (Opt-Outs).

1 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
2 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
3 later than 60 days after the Administrator mails the Class Notice (plus an additional 14) days for
4 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
5 Class Member or his/her representative that reasonably communicates the Class Member's
6 election to be excluded from the Settlement and includes the Class Member's name, address and
7 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
8 emailed, or postmarked by the Response Deadline.

9 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it
10 fails to contain all the information specified in the Class Notice. The Administrator shall accept
11 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
12 the person as a Class Member and the Class Member's desire to be excluded. The
13 Administrator's determination shall be final and not appealable or otherwise susceptible to
14 challenge. If the Administrator has reason to question the authenticity of a Request for
15 Exclusion, the Administrator may demand additional proof of the Class Member's identity. The
16 Administrator's determination of authenticity shall be final and not appealable or otherwise
17 susceptible to challenge.

18 7.5.3 Every Class Member who does not submit a timely and valid Request for
19 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
20 benefits and bound by all terms and conditions of the Settlement, including the Participating
21 Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of
22 whether the Participating Class Member actually receives the Class Notice or objects to the
23 Settlement.

24 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
25 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
26 right to object to the class action components of the Settlement. Because future PAGA claims
27 are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members
28 who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in

1 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

2 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty)
3 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
4 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
5 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
6 may challenge the allocation by communicating with the Administrator via fax, email or mail.
7 The Administrator must encourage the challenging Class Member to submit supporting
8 documentation. In the absence of any contrary documentation, the Administrator is entitled to
9 presume that the Workweeks contained in the Class Notice are correct so long as they are
10 consistent with the Class Data. The Administrator's determination of each Class Member's
11 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
12 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
13 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
14 the Administrator's determination of the challenges.

15 7.7 Objections to Settlement.

16 7.7.1 Only Participating Class Members may object to the class action components of
17 the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
18 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
19 Payment and/or Enhancement Award.

20 7.7.2 Participating Class Members may send written objections to the Administrator, by
21 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
22 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
23 Participating Class Member who elects to send a written objection to the Administrator must do
24 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an
25 additional 14 days for Class Members whose Class Notice was re-mailed).

26 7.7.3 Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.

28 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to

1 be performed or observed by the Administrator contained in this Agreement or otherwise.

2 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
3 maintain and use an internet website to post information of interest to Class Members including
4 the date, time and location for the Final Approval Hearing and copies of the Settlement
5 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
6 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
8 Administrator will also maintain and monitor an email address and a toll-free telephone number
9 to receive Class Member calls, faxes and emails.

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

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

26 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
27 address and make final decisions consistent with the terms of this Agreement on all Class
28 Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s

1 decision shall be final and not appealable or otherwise susceptible to challenge.

2 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which
3 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
4 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
5 Court attesting to its due diligence and compliance with all of its obligations under this
6 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
7 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
8 number of Requests for Exclusion from Settlement it received (both valid or invalid), the
9 number of written objections and attach the Exclusion List. The Administrator will supplement
10 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
11 responsible for filing the Administrator's declaration(s) in Court.

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

20 8. **ESCALATOR CLAUSE**. The GSA was calculated based on Defendant's above estimated
21 number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. If,
22 during the course of this Settlement process, the total number of Workweeks (as defined above)
23 increases by more than 10% (i.e. more than 17,514 Workweeks), then the GSA will be
24 increased by an amount proportional to the increase in Workweeks worked in excess of 10%,
25 and if the PAGA Pay Periods increases by more than 10% (i.e. more than 3,623 PAGA Pay
26 Periods, accounting for a 50% reduction), then the PAGA Penalties will be increased by an
27 amount proportional to the increase in PAGA Pay Periods worked in excess of 10%, whether or
28 not the GSA is increased. For example, if the final number of total Workweeks is 11% more

1 than the estimated number of Workweeks stated above, then the GSA will increase by 1%.
2 Similarly, if the final number of total PAGA Pay Periods is 11% more than the estimated
3 number of PAGA Pay Periods stated above, then the PAGA Penalties will increase 1%, whether
4 the GSA increases or not. This is a material representation for Plaintiff to enter into this
5 Settlement. As an alternative to increasing the GSA, Defendant shall have the option to adjust
6 the end of the release period for the class claims and the PAGA claims to coincide with the date
7 that the escalator clause will not be triggered, so long as doing so will not cause the end date to
8 be prior to September 4, 2025. For example, Defendant may elect to adjust the end of the
9 release period to a date when the total Workweeks do not exceed 17,515, based on the above
10 Class Members and Workweeks. This is a material representation for Plaintiff to enter into this
11 Settlement.

12 9. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
13 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
14 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
15 the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval
16 Order; and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall
17 provide drafts of these documents to Defense Counsel prior to filing the Motion for Final
18 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
19 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
20 Approval.

21 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
22 by a Participating Class Member, including the right to file responsive documents in Court no
23 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
24 accepted by the Court.

25 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
26 Approval on any material change to the Settlement (including, but not limited to, the scope of
27 release to be granted by Class Members), the Parties will expeditiously work together in good
28 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final

1 Approval. The Court's decision to award less than the amounts requested for the Enhancement
2 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
3 Administrator Costs shall not constitute a material modification to the Agreement within the
4 meaning of this paragraph.

5 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
6 the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for
7 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
8 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
12 counsel, and all Participating Class Members who did not object to the Settlement as provided
13 in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
14 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
15 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
16 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
17 Parties' obligations to perform under this Agreement will be suspended until such time as the
18 appeal is finally resolved and the Judgment becomes final, except as to matters that do not
19 affect the amount of the Net Settlement Amount.

20 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
22 modification of this Agreement (including, but not limited to, the scope of release to be granted
23 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
24 expeditiously work together in good faith to address the appellate court's concerns and to obtain
25 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
26 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
27 the Court's award of the Enhancement Award or any payments to Class Counsel shall not
28 constitute a material modification of the Judgment within the meaning of this paragraph, as long

1 as the Gross Settlement Amount remains unchanged.

2 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
3 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
4 amended judgment.

5 11. **ADDITIONAL PROVISIONS.**

6 11.1 No Admission of Liability, Class Certification or Representative Manageability for
7 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
8 claims. Nothing in this Agreement is intended or should be construed as an admission by
9 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant
10 has any liability for any claims asserted; nor should it be intended or construed as an admission
11 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
12 certification and representative treatment is for purposes of this Settlement only. If, for any
13 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,
14 Defendant reserves the right to contest certification of any class for any reason, Defendant
15 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
16 move for class certification on any grounds available and to contest Defendant's defenses. The
17 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
18 and will not be admissible in connection with, any litigation (except for proceedings to enforce
19 or effectuate the Settlement and this Agreement).

20 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
21 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
22 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
23 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
24 or indirectly, specifically or generally, to any person, corporation, association, government
25 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
26 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
27 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
28 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal

1 government agency. Each Party agrees to immediately notify the other Party of any judicial or
2 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
3 Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any
4 conversation or other communication, before the filing of the Motion for Preliminary Approval,
5 with any third party regarding this Agreement or the matters giving rise to this Agreement
6 except to respond only that “the matter was resolved,” or words to that effect. This paragraph
7 does not restrict Class Counsel’s communications with Class Members in accordance with Class
8 Counsel’s ethical obligations owed to Class Members.

9 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
11 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
12 ability to communicate with Class Members in accordance with Defense Counsel’s and Class
13 Counsel’s ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

14 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties
16 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
17 inducements made to or by any Party.

18 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
21 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
22 terms of this Agreement including any amendments to this Agreement.

23 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
24 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
25 Settlement Agreement, submitting supplemental evidence and supplementing points and
26 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
27 or content of any document necessary to implement the Settlement, or on any modification of
28 the Agreement that may become necessary to implement the Settlement, the Parties will seek

1 the assistance of a mediator and/or the Court for resolution.

2 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
3 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action, or right released and discharged by the Party in this Settlement.

6 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
7 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
8 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
9 CFR Part 10, as amended) or otherwise.

10 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
11 modified, changed, or waived only by an express written instrument signed by all Parties or
12 their representatives, and approved by the Court.

13 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and
14 inure to the benefit of, the successors of each of the Parties.

15 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
16 be governed by and interpreted according to the internal laws of the State of California, without
17 regard to conflict of law principles.

18 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
19 preparation of this Agreement. This Agreement will not be construed against any Party on the
20 basis that the Party was the drafter or participated in the drafting.

21 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
22 entered during Action and in this Agreement relating to the confidentiality of information shall
23 survive the execution of this Agreement.

24 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement
25 is inserted for convenience of reference only and does not constitute a part of this Agreement.

26 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
27 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day

1 thereafter.

2 11.16 Notice. All notices, demands, or other communications between the Parties in
3 connection with this Agreement will be in writing and deemed to have been duly given as of the
4 third business day after mailing by United States mail, or the day sent by email or messenger,
5 addressed as follows:

6 To Plaintiff:

7 **WILSHIRE LAW FIRM, PLC**

8 Nicol E. Hajjar, Esq.

nicol.hajjar@wilshirelawfirm.com

9 Kristen Tojo, Esq.

kristen.tojo@wilshirelawfirm.com

10 Alan Wilcox, Esq.

alanwilcox@wilshirelawfirm.com

11 Lucy Nguyen, Esq.

lucy.nguyen@wilshirelawfirm.com

12 660 S. Figueroa St., Sky Lobby

Los Angeles, California 90017

13 Telephone: (213) 381-9988

Facsimile: (213) 381-9989

14 To Defendant:

15 **MEDINA MCKELVEY, LLP**

16 Christa Hall, Esq.

christa@medinamckelvey.com

17 Timothy Nelson, Esq.

Tim@medinamckelvey.com

18 925 Highland Pointe Drive, Suite 300

Roseville, California 95678

19 Telephone: (916) 960-2211

20 Facsimile: (916) 742-5488

21 11.17 Execution in Counterparts. This Agreement may be executed in one or more
22 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
23 Agreement shall be accepted as an original. All executed counterparts and each of them will be
24 deemed to be one and the same instrument if counsel for the Parties will exchange between
25 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
26 prove the existence and contents of this Agreement.

27 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree that upon the signing of this Agreement pursuant to Code of Civil Procedure section
2 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section
3 583.310 for the entire period of this settlement process.

4 11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
5 and binding upon all Parties, and that it shall be admissible and subject to disclosure in any
6 proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b),
7 notwithstanding the confidentiality provisions that otherwise might apply under federal or state
8 law. The Parties further agree and intend that the Los Angeles County Superior Court may
9 enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

10 IT IS SO AGREED.

11 Plaintiff:

12
13 Dated: 2/18/2026

Firmado por:

C3BCD526D53E465...
MAURICIO ESPARZA-VALDEZ

15 Defendant:

16
17 Dated: 2/19/2026

Signed by:

7453F69EAC504F0...
VEZINA INDUSTRIES, INC

19 By (name): Mike vezina

20 Title: CEO

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22 \\\

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26 Approved as to form:

27 WILSHIRE LAW FIRM, PLC

28 Dated: 02/18/2026


By: 

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Nicol E. Hajjar, Esq.
Kristen Tojo, Esq.
Alan Wilcox, Esq.
Lucy Nguyen, Esq.
Counsel for Plaintiff Mauricio Esparza-Valdez

MEDINA MCKELVEY LLP

Dated: February 19, 2026

By: 

Timothy B. Nelson, Esq.
Christa A. Hall, Esq.
Counsel for Defendant Vezina Industries, Inc.

Exhibit A

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

*Mauricio Esparza-Valdez v. Vezina Industries, Inc.,
Madera County Superior Court, Case Nos. MCV09537*

***The Madera County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Vezina Industries, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Mauricio Esparza-Valdez., and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (April 30, 2021 to XXXX); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (April 16, 2024 to XXXX) (“Aggrieved Employees”).

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 PAGA 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 \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 _____ Workweeks during the Class Period and you worked _____ 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.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant Vezina Industries, Inc., at some point(s) between April 30, 2021 to **XXXX**, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is April 16, 2024 to **XXXX**.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Madera County Superior Court. The case is titled *Mauricio Esparza-Valdez v. Vezina Industries, Inc.*, Case Nos. MCV09537. The person who sued, Mauricio Esparza-Valdez, is the Plaintiff, and the company sued, Vezina Industries, Inc, is the Defendant.

QUESTIONS? CALL 1-800-**XXX-XXXX** TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt employees who performed work for Defendant, in State of California at any time from April 30, 2021 to **XXXX**.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

QUESTIONS? CALL 1-800-**XXX-XXXX** TOLL FREE

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$264,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$87,999.12 and reimbursement for reasonable costs; Enhancement Award of \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$13,200.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action, LLC not to exceed \$6,990.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$125,810.88**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$13,200.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$8,580.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$4,620.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (April 30, 2021 to **XXXX**). Eighty-five percent (85%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and fifteen percent (15%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 15% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from April 16, 2024 to **XXXX** (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined

payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 21 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant and Defendant's former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" shall include all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated in the operative complaint filed in the Action.

Released PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff’s PAGA Notice preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff’s PAGA Notice preceding the Action and/or the operative complaint filed in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is Mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].
Vezina Industries, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 16, 2024 to XXXXX). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

Nicol E. Hajjar, Esq.
nicol.hajjar@wilshirelawfirm.com
Kristen Tojo, Esq.
kristen.tojo@wilshirelawfirm.com
Alan Wilcox, Esq.
Alan.wilcox@wilshirelawfirm.com
Conor J.D. Gomez, esq.
conor.gomez@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$87,999.12 (or 1/3 of the GSA) for attorneys’ fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$20,000 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Mauricio Esparza-Valdez. in the amount of \$10,000.00 in addition to Plaintiff’s Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don’t think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026, at the following address:

Apex Class Action, LLC
Vezina Industries, Inc. Settlement

XXXXX
City, State, XXXXX

Email:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 44 of the Madera County Superior Court located at 200 South G Street, Madera, California 93637, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

Apex Class Action, LLC
VeZina Industries, Inc. Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

PLEASE DO NOT TELEPHONE THE COURT OR VEZINA INDUSTRIES, INC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.