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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

SALVADOR PALACIOS SR., and
SALVADOR PALACIOS, JR., individually
and on behalf of others similarly situated,

Plaintiffs,

vs.

CAGWIN & DORWARD; CAGWIN &
DORWARD HOLDCO INC; CAGWIN &
DORWARD, LLC; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23CV046932 (Class Action)

Case No.: 23CV055924 (PAGA Action)

**FIRST AMENDED STIPULATION OF
SETTLEMENT AND RELEASE**

Judge: The Honorable Somnath Raj Chatterjee
Dept.: 21

This First Amended Stipulation of Settlement and Release is entered into by plaintiffs Salvador Palacios, Sr., and Salvador Palacios, Jr., on behalf of themselves individually and on behalf of the class members and aggrieved employees as set forth herein, and on behalf of defendant as set forth herein.

This First Amended Stipulation of Settlement and Release amends the Parties' original Stipulation of Settlement and Release entered into by all Parties as of May 19, 2026.

- The Court issued a tentative ruling, which was adopted as the Court's final ruling, dated September 1, 2026, concerning Plaintiffs' motion for preliminary approval of class action settlement. (the "9/1/26 MPA Order").

- In the Court's 9/1/26 MPA Order, the Court provided comments concerning the settlement agreement, and based thereon, the motion for preliminary approval was continued for further hearing on October 6, 2026.

- The Parties enter into this First Amended Stipulation of Settlement to address and resolve the Court's comments in the 9/1/26 MPA Order, amending hereby various terms of the original settlement agreement.

- Attached hereto as Exhibit E is a revised version of Exhibit C, in order to conform to the language of this First Amended Stipulation of Settlement with respect to the Private Attorneys General Act claim release terms.

- For context and review, the Court's 9/1/26 MPA Order is attached hereto as Exhibit F.

IT IS HEREBY STIPULATED AND AGREED by the undersigned parties, subject to approval by the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions.

I. DEFINITIONS

The following capitalized and defined terms used in this Agreement shall have the following meanings:

A. "Action" means collectively the above-referenced class action and related PAGA action, filed in the Superior Court of the State of California, County of Alameda, Case No.

23CV046932 (Class Action) and Case No. 23CV055924 (PAGA Action).

B. “Agreement” or “Settlement” means this First Amended Stipulation of Settlement and Release and all exhibits hereto.

C. “Class” means all persons who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period and are not subject to an arbitration agreement in connection with their employment with Defendant.

D. “Class Action” means the class action, filed in the Superior Court of the State of California, County of Alameda, Case No. 23CV046932, including the operative complaint and any previously filed complaints.

E. “Class Counsel” means the law firm of Blackstone Law, APC, located at 8383 Wilshire Boulevard, Suite 745, Beverly Hills, California 90211.

F. “Class Notice” means the written notice sent to Class Members following the Court granting preliminary approval which summarizes and explains the Settlement and Class Members’ options in connection with the Settlement. For: a) Class Members who are not also PAGA Aggrieved Employees the proposed form of the Class Notice is attached hereto as Exhibit A; and for b) Class Members who are also PAGA Aggrieved Employees, the proposed form of the Class Notice is attached hereto Exhibit B. The Parties agree that Exhibits A and B may be changed or modified as the Court in its discretion deems appropriate for purposes of adjudicating, effectuating, or exercising jurisdiction over the Settlement, without affecting the enforceability of this Settlement by the Parties hereto.

G. “Class Member” is a person within the definition of the Class.

H. “Class Period” means the time period from and including March 31, 2021 through December 31, 2025.

I. “Court” means the Superior Court of the State of California for the County of Alameda, including, without limitation, the actions and orders of any assigned judge for the Action.

J. “Defendant” means Cagwin & Dorward, LLC.

K. “Defendant’s Counsel” means the law firm LightGabler, LLP, located at 760 Paseo Camarillo, Suite 300, Camarillo, California, 93010.

L. “Distribution Formula” means the formula used to calculate each Settlement Class Member’s proportionate share of the Net Settlement Sum, and each PAGA Aggrieved Employee’s individual share of the PAGA Payment.

- The Distribution Formula for the class action portion of the Action is as follows: each Settlement Class Member’s individual settlement payment will be calculated by: (a) dividing the Net Settlement Sum by the total number of workweeks worked by all Settlement Class Members during the Class Period, and (b) multiplying the result by each Settlement Class Member’s workweeks during the Class Period.

- The Distribution Formula for the PAGA Action portion of the Action is as follows: Because PAGA Aggrieved Employees cannot opt out of the PAGA claim, each PAGA Aggrieved Employee, whether or not a Settlement Class Member, shall receive his or her individual share of the PAGA Payment calculated as follows: (a) the number pay periods each PAGA Aggrieved Employee worked as an hourly non-exempt employee for Defendant in California during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period; and then multiplied by the employee portion (*i.e.* 25%) of the PAGA Payment.

The Parties agree that the Distribution Formula may be changed or modified as the Court in its discretion deems appropriate for purposes of adjudicating, effectuating, or exercising jurisdiction over the Settlement, without affecting the enforceability of this Settlement by the Parties hereto.

M. “Effective Date” for this Agreement means the date when all of the following have occurred:

- a) This Settlement Agreement has been signed by the Parties hereto, Class Counsel, and Defendant’s counsel;
- b) The Court has granted preliminary approval to the Settlement;
- c) The Court has granted final approval to the Settlement (including approval of the settlement ending the PAGA Action), has entered and filed the final approval order and final judgment, and the judgment has become final. The judgment will be final either: (a)

1 sixty-five (65) days after entry of the final approval order and final judgment resolving and
2 concluding the Action, if no motions for reconsideration and no appeals or other efforts to
3 obtain review have been filed; or (b) in the event that a motion for reconsideration, an
4 appeal, or other effort to obtain review of the final order and judgment has been filed, the
5 date sixty-five (65) days after such reconsideration, appeal or review has been resolved in
6 favor of the Settlement and no other appeal, writ, or other appellate court review is possible.
7 In the event any appeal or other challenge is filed concerning the Settlement, administration
8 of the Settlement shall be stayed pending final resolution of such appeal or challenge
9 without reversal or modification to the settlement and judgment.

10 N. “Final Judgment” means the order (or orders) entered and filed by the Court entering
11 final judgment and ending the Action pursuant to the terms of this Agreement.

12 O. “Generally Released Claims” means any and all claims, actions, causes of action,
13 rights, demands, debts, obligations, damages, accountings, or any other matters of whatever nature,
14 known or unknown, which the releasing party may have arising out of or relating to any of the
15 matters, acts or omissions described or referred to in the Action, or in any way arising from or
16 relating to the prior relationship, involvement, or contact between the Parties, whether referred to
17 in the Action or not. By way of example, the Generally Released Claims includes any claims or
18 causes of actions arising out of or related in any way to the releasing party’s prior relationships and
19 interactions with the Released Parties, including, without limitation, any claims (whether state,
20 federal, or administrative) for compensation, salaries, wages, bonuses, commissions, overtime,
21 benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits,
22 penalties, premiums, liquidated damages, interest, damages, back or front pay, lost profits or
23 opportunities, costs, expenses, attorneys’ fees, employee benefits, promises concerning any of the
24 above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation,
25 discrimination or harassment in any form, retaliation, breach of the implied covenant of good faith
26 and fair dealing, wrongful or tortious discharge in violation of statute or public policy, intentional
27 or negligent infliction of emotional distress, or any other claims arising under any federal, state,
28 local or other governmental statute or ordinance, including without limitation, the National Labor

1 Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
2 Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety
3 and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Older Workers
4 Benefit Protection Act; the Worker Adjustment and Retraining Notification Act (“WARN”); the
5 Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993;
6 the Rehabilitation Act of 1973; the Internal Revenue Code of 1986, as amended; the Service
7 Contract Act; the California Fair Employment and Housing Act; the California Family Rights Act;
8 the California Labor Code (including the Private Attorneys General Act); the California Civil Code;
9 the California Government Code; the California Constitution; and any and all claims for penalties,
10 punitive damages, exemplary damages, attorneys’ fees and costs, as well as any other statutes, laws
11 regulations or damages of similar content or effect.

12 P. “Gross Settlement Sum” or “GSS” means the settlement payment amount to be paid
13 by Defendant under this Settlement, which is Four Hundred and Fifty Thousand Dollars and No
14 Cents (\$450,000.00).

15 Q. “Net Settlement Sum” or “NSS” means the Gross Settlement Sum less amounts
16 deducted pursuant to this Agreement for the Court-approved PAGA Payment, settlement
17 administration fees and expenses, attorneys’ fees and costs awarded to Class Counsel, and the
18 service awards awarded to Representative Plaintiffs. The Net Settlement Sum will constitute the
19 total sum available for settlement payments from which Settlement Class Members will be paid
20 under the Settlement.

21 R. “PAGA Action” means the Private Attorneys General Act (“PAGA”) action, filed in
22 the Superior Court of the State of California, County of Alameda, Case No. 23CV055924, including
23 the operative complaint and any previously filed complaints.

24 S. “PAGA Aggrieved Employee” means a person who currently or formerly worked
25 for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period.

26 T. “PAGA Individual Payment” means an individual employee’s pro rata share of the
27 PAGA Payment.

28 U. “PAGA Notice Letter” means the Labor and Workforce Development Agency

1 notice letter submitted by Representative Plaintiffs and Class Counsel on or about September 26,
2 2023, and Representative Plaintiffs and Class Counsel confirm hereby that Representative
3 Plaintiffs and Class Counsel have submitted no other PAGA notice letter to the LWDA concerning
4 Defendant.

5 V. "PAGA Packet" means the Settlement Administrator's mailing to each PAGA
6 Aggrieved Employee providing: (a) the PAGA Settlement Notice (Exhibit E to this Agreement);
7 and (b) such person's PAGA Individual Payment check.

8 W. "PAGA Payment" means the payment amount that the Court approves as the
9 payment from the GSS to settle and resolve the PAGA Action. Representative Plaintiffs will
10 request that the Court approve Two Hundred Thousand Dollars (\$200,000) of the GSS as the PAGA
11 Payment for purposes of settling and resolving the PAGA claim, with 75% of such amount to be
12 paid to the Labor and Workforce Development Agency and the remaining 25% to be paid to PAGA
13 Aggrieved Employees in accordance with their calculated share as provided under the Distribution
14 Formula.

15 X. "PAGA Period" is the period from September 26, 2022 through and including
16 December 31, 2025.

17 Y. "PAGA Released Claims" means any and all wage and hour claims, rights,
18 demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out
19 of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during
20 the PAGA Period that are alleged or were alleged, or could have been alleged based on the PAGA
21 Notice Letter (including any previously submitted administrative exhaustion/notice letter), for
22 violations of the California Labor Code. By way of illustration only and not as a limitation, "PAGA
23 Released Claims" includes all claims for civil penalties available for the above-referenced claims
24 and theories of relief, including, without limitation, any claims for unpaid or untimely payment of
25 any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time
26 pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during
27 employment, failure to provide accurate wage statements, failure to pay all wages upon separation,
28 failure to reimburse for necessary business expenses, provisions regulating hours and days of work

1 in any IWC order, failure to maintain accurate records or provide requested records, and including
2 claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens,
3 attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks,
4 liquidated damages or similar relief to the extent recoverable under the PAGA statute.

5 Z. "PAGA Settlement Notice" means the written notice sent to PAGA Aggrieved
6 Employees (including those who are also Class Members) following the Court granting approval
7 to the Settlement, which summarizes and explains the settlement of the PAGA Action in English
8 and Spanish. The proposed form of the PAGA Settlement Notice is attached hereto as Exhibit E
9 and the Parties agree that Exhibit E may be changed or modified as the Court in its discretion deems
10 appropriate for purposes of adjudicating, effectuating, or exercising jurisdiction over the
11 Settlement, without affecting the enforceability of this Settlement by the Parties hereto.

12 AA. "Parties" means the parties to this Agreement, including specifically Representative
13 Plaintiffs, individually and on behalf of all Class Members and PAGA Aggrieved Employees, and
14 Defendant.

15 BB. "Preliminary Approval Order" means the order entered and filed by the Court that
16 preliminarily approves the terms and conditions of this Settlement, including, without limitation,
17 the manner and content of providing notice to the Class.

18 CC. "Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates,
19 subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing
20 agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives,
21 heirs, estates, and powers-of-attorney.

22 DD. "Representative Plaintiffs" or "Plaintiffs" means plaintiff Salvador Palacios, Sr.,
23 individually and on behalf of all Class Members and PAGA Aggrieved Employees, and Salvador
24 Palacios, Jr., individually and on behalf of all Class Members and PAGA Aggrieved Employees.

25 EE. "Settled Class Claims" means any and all wage and hour claims, rights, demands,
26 debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to
27 work performed by Settlement Class Members during the Class Period that: 1) are alleged, were
28 alleged, or could have been alleged in the complaint in the Class Action (including any previously

filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, “Settled Class Claims” includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to maintain accurate records or provide requested records, unfair business practices or unfair competition, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties (exclusive of PAGA penalties), fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Class Claims” does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers’ compensation.

FF. “Settlement Administrator” means Apex Class Action, LLC (“Apex”). The Parties have preliminarily selected Apex as the third-party class action settlement administrator, and are agreeable to Apex or such other settlement administrator approved by the Court for purposes of administering this Settlement as provided herein.

GG. “Settlement Class Member” means each Class Member who does not validly exclude himself or herself from this Settlement (*i.e.* opt out) pursuant to the terms herein.

HH. “Settlement Class” means all Settlement Class Members.

II. “Settlement Fairness Hearing” or “Final Approval Hearing” means the Court hearing (or hearings) following providing notice to the Class at which Representative Plaintiffs and

1 Class Counsel will request that the Court determine whether to fully and finally approve the
2 fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, and request
3 that the Court take other necessary and appropriate actions as provided under the terms herein.

4 JJ. "Settlement Payment" means the payment to a Class Member under the terms of
5 this Agreement as part of this Settlement, which includes an individual's respective portion of the
6 Net Settlement Sum.

7 KK. "Unknown Claims" means a person's released claims which such person does not
8 know or suspect to exist in that person's favor at the time of this Settlement, including such claims
9 which, if known by such person, might have affected such person's decision to enter into this
10 Settlement and agree and accept the releases herein. As to any person's release of Unknown
11 Claims, that person expressly waives and relinquishes, to the fullest extent permitted by law, the
12 provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
14 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
15 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
16 BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
17 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

18 As to a person's release of Unknown Claims, that person also waives any and all provisions,
19 rights and benefits conferred by any law of any state or territory of the United States, or principle
20 of common law, or of international or foreign law, which is similar, comparable or equivalent to
21 Section 1542 of the California Civil Code. A person releasing Unknown Claims may hereafter
22 discover facts in addition to or different from those which he, she, or it now knows or believes to
23 be true with respect to its released claims, but hereby stipulates and agrees that with this Settlement
24 such person fully releases any and all released claims, known or unknown, suspected or
25 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
26 or heretofore have existed, upon any theory of law or equity, including, but not limited to, conduct
27 which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without
28 regard to the subsequent discovery or existence of different or additional facts.

II. RECITALS

A. On October 10, 2023, Representative Plaintiffs filed a wage and hour class action complaint in the Superior Court of California, County of Alameda, Case Number: 23CV046932. The Class Action asserted various claims, including those denominated as follows: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods and unpaid meal premiums; (4) failure to provide rest period and unpaid rest period premiums; (5) wages not timely paid during employment; (6) failure to provide accurate wage statements; (7) untimely final wages; (8) failure to reimburse necessary business expenses; and (9) violation of Business & Professions Code §17200, *et seq.*

B. On or about September 26, 2023, Representative Plaintiffs sent a written notice / administrative exhaustion letter to the LWDA and Defendant concerning the provisions of the Labor Code Representative Plaintiffs contended were violated by Defendant and theories allegedly supporting a contemplated Private Attorneys General Act (“PAGA”) action by Representative Plaintiffs.

C. On December 1, 2023, Representative Plaintiffs filed the PAGA Action in the Superior Court of California, County of Alameda, Case Number: 23CV055924, alleging a single cause of action under PAGA. On June 20, 2024, in the PAGA Action, a “First Amended Complaint for Enforcement Action” was filed.

D. After engaging in informal discovery, investigations, and negotiations, on June 26, 2025, the Parties participated in a mediation with mediator Kevin Barnes in an effort to resolve the Class Action and PAGA action. The mediation did not result in a settlement of the Action on that day.

E. Following mediation, the Parties engaged in further discovery practice, case investigation, and litigation activity, while also participating in further settlement discussions through mediator Kevin Barnes. Through those further settlement discussions, as of January 7, 2026, the Parties reached a settlement in principle to resolve the Action by mutually agreeing to a mediator’s proposal, which was followed by the Parties entering into a mutually binding written Memorandum of Understanding (“MOU”) on January 16, 2026 to settle the entire Action, subject

1 to Court approval.

2 F. As will be further detailed and discussed in Representative Plaintiffs' motion for
3 preliminary approval of the Settlement, Class Counsel, with the assistance of Representative
4 Plaintiffs, have conducted a substantial investigation of the facts and law during the prosecution of
5 this Action. This has also included obtaining information concerning the composition of the Class
6 and PAGA Aggrieved Employees, and obtaining, and analyzing and reviewing a variety of
7 documents and other materials relating to the policies and practices of Defendant as these relate to
8 the asserted claims in the Action, and engaging in various damages analyses and assessments in
9 connection with the issues and liability theories in the case.

10 G. Representative Plaintiffs and Class Counsel have concluded, after taking into
11 account the disputed factual and legal issues involved in this Action, the risks, expenses, and delay
12 involved in further prosecution of this case, and the benefits to be received by the Class and PAGA
13 Aggrieved Employees pursuant to the compromise and settlement of the Action at this stage, as set
14 forth in this Agreement, that settlement on the terms set forth herein is in the best interest of the
15 Class and PAGA Aggrieved Employees and is fair and reasonable. In particular, Class Counsel and
16 Representative Plaintiffs understand the uncertainties and risks associated with the class
17 certification process, as well as the potential risks associated with legal and factual defenses
18 expected to be raised by Defendant. In light of such risks and the additional costs and delay that
19 would attend any ultimate recovery, if achieved, the settlement set forth herein is fair and
20 reasonable.

21 H. Defendant as well has concluded that there are benefits associated with settling the
22 Action at this stage. After taking into account the disputed factual and legal issues involved in the
23 Action, the expense and burden of protracted litigation, and Defendant's desire to resolve the case
24 and matters at issue and avoid incurring further costs in connection with defending against the
25 Action, Defendant believes that settlement on the terms set forth in this Agreement is in its best
26 interest. Without admitting or conceding liability based on Representative Plaintiffs' asserted
27 claims, and specifically disputing Representative Plaintiffs' claims and contentions in the Action,
28 Defendant hereby enters into this Agreement and agrees as provided herein to pay the Gross

Settlement Sum in payment for such settlement in order to resolve this litigation and bar further litigation on the terms and conditions set forth in this Agreement and in order to avoid the burden and expense associated with continued litigation.

NOW THEREFORE, in consideration of the recitals listed above and the promises and releases set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Representative Plaintiffs individually and on behalf of the Class and PAGA Aggrieved Employees, on the one hand, and Defendant, on the other hand, agree that, subject to Court approval, the Action shall be, and is finally and fully compromised, settled, and concluded, on the following terms and conditions:

III. RELEASE OF CLAIMS

As a material part of this Agreement, upon the Effective Date and Defendant funding the Gross Settlement Sum:

1. Representative Plaintiffs fully, finally, and forever release, relinquish, settle, and discharge all Settled Class Claims against the Released Parties, all PAGA Released Claims against the Released Parties, all Generally Released Claims against the Released Parties, and all Unknown Claims against the Released Parties.
2. All Settlement Class Members fully, finally, and forever release, relinquish, settle, and discharge all Settled Class Claims against the Released Parties.
3. The State of California and the Labor & Workforce Development Agency, by and through Representative Plaintiffs, fully, finally, and forever release, relinquish, settle, and discharge all PAGA Released Claims against the Released Parties.

IV. PRELIMINARY APPROVAL, CLASS NOTICE, CLAIMS PROCESS, AND SETTLEMENT FAIRNESS HEARING

A. Procedures. As part of this Agreement, the Parties hereto agree to the following procedures for seeking and obtaining the Court's preliminary approval of the Settlement, certifying the Class for purposes of settlement only, notifying Class Members concerning the

Settlement, seeking and obtaining the Court's final approval of the Settlement, and administering the Settlement.

B. Stipulation To Class Certification For Settlement Purposes Only. For purposes of settlement only, the Parties hereto stipulate that all of the requisites for establishing class certification for settlement purposes have been met. In the event this Settlement is not approved by the Court or otherwise fails to become effective for any reason (including through the failure of any condition precedent), the conditional class certification provided for herein for settlement purposes only shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

C. Preliminary Approval of Settlement. Following execution of this Agreement, Representative Plaintiffs shall request that the Court enter the Preliminary Approval Order attached hereto as Exhibit D. The Preliminary Approval Order shall:

1. Preliminarily approve the proposed Settlement and this Agreement;
2. Approve the plan for the provision of notice to Class Members under this Agreement, including the form of the Class Notice;
3. Approve the procedure for Class Members to exclude themselves/opt out of the Settlement, including setting a deadline for Class Members to submit exclusion/opt out requests;
4. Approve the procedure for Class Members to object to the Settlement or dispute workweek or other data used to calculate a Class Member's individual Settlement Payment, including setting a deadline for Class Members to submit such objections or disputes; and
5. Schedule the Settlement Fairness Hearing for proposed final approval of this Settlement.

D. Motions For Preliminary And Final Approval And Coordination. Defendant will not oppose Representative Plaintiffs' motions for preliminary and final approval of the Settlement provided such motions and related materials are consistent with the terms of this Agreement as set

1 forth herein. Defendant may, but is under no obligation to, file its own motions and related
2 materials in connection with seeking Court approval or review of the Settlement, provided such
3 motions and related materials are consistent with the terms of this Agreement as set forth herein.
4 Subject to the Court ordering hearing and other dates the Court believes are appropriate, the Parties
5 shall meet and confer in an attempt to set mutually agreeable hearing dates for both the motions
6 for preliminary and final approval and any other hearing or scheduled events in connection with
7 the Settlement.

8 E. Class Notice. Notice of the Settlement shall be provided to Class Members.
9 Representative Plaintiffs and Class Counsel believe and agree that the proposed procedures for
10 such notice provide the best practicable notice to Class Members.

- 11 1. Transfer of Class Member and PAGA Aggrieved Employee Data to Settlement
12 Administrator. Within fifteen (15) calendar days after entry of the Preliminary
13 Approval Order, Defendant will provide the Settlement Administrator the name,
14 last known address, and Social Security number of each Class Member and
15 PAGA Aggrieved Employee, along with their respective weeks worked during
16 the Class Period and/or pay periods worked during the PAGA Period. ("Class
17 Data"). The Settlement Administrator will use such information for purposes of
18 calculating each Class Member's share of the Net Settlement Sum, for
19 calculating each PAGA Aggrieved Employee's PAGA Individual Payment, and
20 for mailing the Class Notice to Class Members. Class Notices shall only be
21 mailed to Class Members, and not to PAGA Aggrieved Employees who are not
22 Class Members. PAGA Aggrieved Employees shall be mailed a PAGA
23 Settlement Notice (Exhibit C) following the Effective Date of the Settlement,
24 and such mailing shall also include such person's PAGA Individual Payment.
25 The Settlement Administrator shall keep the Class Data transferred by
26 Defendant confidential, use it only for the purposes described herein, and not
27 disclose the information to any other party unless written permission is provided
28 by Defendant allowing such disclosure.

2. Notice To Class. Within fifteen (15) calendar days after transfer of the Class Data to the Settlement Administrator, the Settlement Administrator will send the Class Notice to Class Members, by first-class mail, at their last known address. Prior to mailing, the Settlement Administrator shall process the addresses in the Class Data through the United States Postal Service's National Change of Address database to determine the most current address of all Class Members.
3. Re-Mailing Class Notice. Class Notices that are returned by the postmaster as undeliverable shall be re-mailed by the Settlement Administrator within five (5) calendar days of receipt subject to and in accordance with the following terms. If a forwarding address appears on the return envelope of any returned Class Notice, then the Settlement Administrator shall re-mail the Class Notice to that forwarding address. If no forwarding address appears on the return envelope, then, where possible, the Settlement Administrator shall perform a skip trace using identifying information provided by Defendant and re-mail the Class Notice to the Class Member's address identified by the skip trace if an address is identified. The Settlement Administrator shall have no responsibility to re-mail a Class Notice more than once, unless otherwise ordered by the Court. Class Members to whom the Class Notice has been re-mailed must take any action required under this Settlement before the expiration of deadlines set forth in the Class Notice, unless otherwise ordered by the Court. Class Members' time period for opting out of/excluding oneself from the Settlement, or filing an objection or dispute, shall not be extended for a Class Member to whom a Class Notice has been re-mailed, unless otherwise ordered by the Court.
4. Valid Notice. Upon completion of these steps by the Settlement Administrator and subject to Court approval, this shall be deemed appropriate notice for purposes of the Settlement, and Settlement Class Members shall be bound by the terms of the Settlement and Final Judgment. The Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to

the mailing of the Class Notice, follow-up communications, and its other duties as specified in the Settlement. Class Counsel shall file the Declaration of the Settlement Administrator at least sixteen (16) court days prior to the Settlement Fairness Hearing.

F. Administration / Exclusion / Objection and Dispute Process

1. Effectuation and administration of this Settlement does not require submission of a claim form for receipt of a settlement payment. Provided, however, under the terms of this Settlement, as to any Class Member who does not validly opt-out of the Settlement, this Settlement will be fully binding on such Class Member, including the release of claims provided herein, and any assertion by such Class Member that he or she did not receive or submit a claim form, did not receive a settlement payment, or did not receive notice of the Settlement (provided the Class Notice was mailed to the Class Member) shall be of no force and effect and the Class Member shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release of claims against the Released Parties as provided in this Agreement.
2. Class Members may choose to exclude themselves/opt out of this Settlement. To do so, Class Members must, within sixty (60) calendar days after the Settlement Administrator first mails the Class Notice, mail to the Settlement Administrator a written request to exclude themselves/opt out of the Settlement which unambiguously requests to be excluded from the Settlement, including, the request for exclusion being signed by the Class Member, and including his/her name, address, and last four digits of his/her Social Security number. A Class Member that submits a valid request for exclusion will not participate in or be bound by the Settlement. Provided, however, with respect to the PAGA portion of the Settlement, including the release of PAGA Released Claims, a Class Member that opts out of the Settlement will be bound by the Settlement

1 as it pertains to the PAGA portion of the Settlement. PAGA Aggrieved
2 Employees (including such employees who are also Class Members) may not
3 opt out of the settlement of the PAGA Action. A Class Member who does not
4 validly exclude himself or herself from the Settlement will be subject to and
5 bound by the terms and conditions of the Settlement upon entry of the Court's
6 order granting final approval to the Settlement. Dates of mailing in connection
7 with this Settlement shall be determined by the postmark date.

8 3. Any Class Member who does not validly exclude himself or herself from the
9 Settlement may object to the Settlement or dispute the workweek or other data
10 used to calculate a Class Member's individual Settlement Payment as provided
11 herein. Objections and disputes must be submitted within sixty (60) calendar
12 days from the postmark date of when the Class Notice is initially sent and must
13 be signed by the Class Member and provide the information specified to be
14 provided, as indicated in the Class Notice. A Class Member who objects to the
15 Settlement, or disputes the workweek or other data used to calculate a Class
16 Member's individual Settlement Payment, may enter an appearance *in propria*
17 *persona*, or through his/her own attorney. If the Court approves the Settlement,
18 irrespective of a Class Member's objection or dispute, the Class Member will
19 receive a Settlement Payment and will be bound by the Settlement in all respects,
20 including the release of claims provided herein.

21 4. If a Class Member submits an objection or a dispute, and a request to exclude/opt
22 out, the exclusion/opt-out request will be voided and of no force or effect and
23 the objection and/or dispute will be treated as submitted as though without a
24 request to exclude/opt out, unless otherwise ordered by the Court.

25 5. All objections, disputes, and opt-out requests shall be sent directly to the
26 Settlement Administrator at the address indicated in the Class Notice. The
27 Settlement Administrator will certify to Class Counsel and Defendant's Counsel
28 which exclusion/opt out requests, objections, and disputes were timely

submitted, if any.

6. The Settlement Administrator shall be responsible for calculating each Class Member's share of the Net Settlement Sum and the PAGA Payment. In connection with the Settlement Payments to be made to Settlement Class Members, the Settlement Administrator shall be responsible for withholding all required state and federal taxes and other withholdings, if any, and for communicating this information to Defendant's Counsel and Class Counsel. Upon completion of its processing, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing each Class Member's estimated Settlement Payment, and each PAGA Aggrieved Employee's estimated PAGA Individual Payment. Provided, however, when disclosed to Class Counsel, the report shall be anonymized, and keep confidential and not disclose the names or contact information of Class Members or PAGA Aggrieved Employees.
7. A Class Member who does not timely exclude himself or herself the Settlement as described in this Agreement shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release of claims against the Released Parties as provided in this Agreement. Provided, however, with respect to the PAGA portion of the Settlement, including the release of the PAGA Released Claims, a Class Member that excludes himself or herself from the Settlement will be bound by the Settlement as it pertains to the PAGA portion of the Settlement.
8. Class Members who fail to timely submit or make timely objections or disputes shall be deemed to have waived any objections or disputes and shall be foreclosed from making or submitting any objection or dispute in connection with the Settlement, unless otherwise ordered by the Court, and such Class Members shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release

of claims against the Released Parties as provided in this Agreement.

G. Non-Interference With Administration Procedure And Settlement. The Parties hereto and their counsel and/or any other agents shall not seek, solicit, or otherwise encourage Class Members to submit exclusion/opt-out requests, or objections or disputes, in connection with the Settlement.

H. Interim Reports By The Settlement Administrator. After expiration of the time period for Class Members to timely request to exclude themselves/opt out, or to submit an objection or dispute, the Settlement Administrator shall provide counsel for the Parties hereto with a declaration setting forth: (a) due diligence and proof of mailing of the Class Notice; (b) the total number of Class Members who were sent the Class Notice; (c) the total number of Class Members who submitted documents that were deficient, or disputed the Settlement Payment estimate or related data stated in their Class Notice; (d) the total number of Class Members who submitted valid requests to exclude themselves/opt out, including the postmark dates for each; and (e) the total number of Class Members who submitted timely objections to the Settlement, along with complete (but anonymized) copies of all objections received, including the postmark dates for each objection. If any additional events or changes in status have occurred with respect to the matters addressed in the Settlement Administrator's declaration, the Settlement Administrator shall provide an updated declaration on these matters three (3) calendar days prior to the date of the Settlement Fairness Hearing, and again, in the event of such events or changes in status, within three (3) calendar days after the Effective Date of the Settlement or such other later date as the Court may order or the Parties may agree upon.

I. Settlement Fairness Hearing. After expiration of the deadline for opting out/excluding oneself and submitting objections and disputes, the Court shall conduct a Settlement Fairness Hearing to determine if it will grant final approval of the Settlement. No later than sixteen (16) court days prior to the Settlement Fairness Hearing (or unless otherwise permitted by the Court), Class Counsel shall file with the Court a motion for final approval of the Settlement and an application for an award of fees, costs, expenses and a service award to Representative Plaintiffs, and all declarations in support thereof, and the declaration of the Settlement

Administrator, excluding any updated declaration of the Settlement Administrator which may be later presented to the Court or at the time of the hearing. In accordance with the terms of this Settlement, the final approval order shall find and determine that this Settlement is fair, just, equitable, reasonable, and adequate in all of its terms; that the Settlement is in the best interests of the Settlement Class; and that the Parties, the Settlement Class Members, and the PAGA Aggrieved Employees are subject to and shall carry out the provisions of this Agreement as provided herein.

J. Final Judgment. In connection with final approval by the Court at the Settlement Fairness Hearing, Representative Plaintiffs will request that the Court enter the Final Judgment.

V. SETTLEMENT FUNDS, PROCESSING, AND SETTLEMENT PAYMENT

A. Deposit And Payment of Gross Settlement Sum: On or before twenty-one (21) calendar days after the Effective Date, Defendant shall deposit with the Settlement Administrator the Gross Settlement Sum. The Settlement Administrator shall then deposit the Gross Settlement Sum into an interest-bearing account.

1) The Gross Settlement Sum to be paid as provided above includes all payments to Settlement Class Members for the Settlement Payments and payment for all penalties, costs, and fees in connection with the Settlement, including the PAGA Payment, Representative Plaintiffs' and Class Counsel's attorney fees and costs, Settlement Administrator fees, Representative Plaintiffs' service payment, and employee-side state and federal taxes and withholdings.

2) Separate from its Gross Settlement Sum payment obligation, Defendant also shall be responsible for paying employer-side taxes owed in connection with the Settlement.

3) Defendant shall have no obligation to make any additional payment over and above its Gross Settlement Sum payment obligation set forth herein, except for the payment of employer-side state and federal payroll taxes that are owed on that portion of the settlement allocated as W-2 wages, or unless required under the paragraph below entitled "Material Increase In Defendant's Workweek / Pay Period Numbers."

B. Distribution Of Gross Settlement Sum. The Gross Settlement Sum, which shall be

1 paid as set forth above, shall be distributed in accordance with the Court's final approval and other
2 orders to the following recipients: a) to Settlement Class Members to pay sums owed to Settlement
3 Class Members under the Distribution Formula with each Settlement Class Member's share of
4 payroll taxes and other withholdings deducted therefrom being paid to the appropriate taxing and
5 other authorities by the Settlement Administrator; b) for the PAGA Payment to be distributed to
6 the LWDA (75% of the PAGA Payment) and to PAGA Aggrieved Employees (25% of the PAGA
7 Payment distributed among PAGA Aggrieved Employees as their respective PAGA Individual
8 Payments); c) to Representative Plaintiffs to pay for any service award approved by the Court; d)
9 to the Settlement Administrator to pay for administration fees and costs of the Settlement as
10 approved by the Court; and e) to Class Counsel to pay for attorneys' fees and costs as approved
11 and awarded by the Court. To clarify and for avoidance of doubt, this paragraph specifies the
12 recipients of the Gross Settlement Sum distributions, not the amount of or formula for such
13 distributions or the relative sequencing of such distributions to recipients. To the extent any amount
14 of the Gross Settlement Sum is requested for payment of any service award, settlement
15 administration fees, or attorneys' fees and costs, and such requested amount is not awarded by the
16 Court, then such amount not awarded shall become part of the Net Settlement Sum and allocated
17 pro rata to the PAGA Payment and Settlement Class Members.

18 C. Timing of Gross Settlement Sum Distribution. With respect to the timing of the
19 distribution of the Gross Settlement Sum, this shall be distributed by the Settlement Administrator
20 as provided herein within fourteen (14) calendar days after the Defendant has deposited the Gross
21 Settlement Sum.

22 D. PAGA Payment. As part of seeking Court approval of the Settlement,
23 Representative Plaintiffs will petition the Court to approve the Settlement and resolution of the
24 PAGA Action. Representative Plaintiffs will request that the Court approve \$200,000 as the PAGA
25 Payment for purposes of settling and resolving the PAGA Action, with 75% of such amount to be
26 paid to the Labor and Workforce Development Agency and the remaining 25% to be paid to PAGA
27 Aggrieved Employees in accordance with their calculated share as provided under the Distribution
28 Formula. If the Court requires a greater amount as the PAGA Payment in order to settle and resolve

1 the PAGA Action, Defendant shall not be required to contribute an additional amount. Rather, any
2 additional amount required to secure PAGA settlement approval in accordance with this Settlement
3 shall be deducted from the Gross or Net Settlement Sum and shall not be grounds for the Parties
4 hereto to object to or reject this Settlement. The Parties hereto agree that regardless of the amount
5 of the PAGA Payment that the Court approves, the enforceability of this Settlement shall not be
6 affected. In connection with seeking Court approval of the Settlement, Representative Plaintiffs
7 shall submit a copy of this Agreement and any Court approval thereof to the LWDA in accordance
8 with the PAGA statutory scheme. The Court's ruling on the amount of the PAGA Payment
9 (whether awarded as requested or altered at the discretion of the Court) shall not affect the
10 enforceability of this Agreement, or the ability of the Court to otherwise approve the Settlement.
11 PAGA Aggrieved Employees (including those that are also Class Members) shall have no right to
12 opt out of the release of the PAGA Released Claims and PAGA Aggrieved Employees will receive
13 their respective portion of the PAGA Payment (i.e. their PAGA Individual Payment) regardless of
14 whether they opt out of the Settlement as Class Members.

15 E. Distribution of PAGA Individual Payments To PAGA Aggrieved Employees.

16 As provided above, the Gross Settlement Sum shall be distributed to the respective recipients, on
17 or before 14 days after Defendant's deposit of the Gross Settlement Sum, and this includes
18 distribution of the PAGA Individual Payment, which shall be distributed as follows. The Settlement
19 Administrator shall mail to each PAGA Aggrieved Employee, via first-class United States Mail,
20 the following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit C to
21 this Agreement; and (b) their PAGA Individual Payment check – collectively referred to herein as
22 the "PAGA Packet." The amount of such payment will be calculated as provided in the Distribution
23 Formula and paid from the employee portion (*i.e.* 25%) of the PAGA Payment. Prior to mailing
24 the PAGA Packet, the Settlement Administrator shall update all PAGA Aggrieved Employee
25 addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet
26 is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
27 shall re-send the PAGA Packet to the forwarding address identified. If no forwarding address is
28 provided, then the Settlement Administrator shall promptly conduct a "standard search," sometimes

1 called a “skip trace,” to locate a better address. If a better address is found, the Settlement
2 Administrator shall promptly re-send the PAGA Packet to such better address. If a better address
3 is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the
4 Settlement Administrator, Defendant, Defendant’s counsel, Plaintiff, or Plaintiff’s Counsel shall
5 be required to take further action.

6 F. Application For Attorneys’ Fees And Costs. Class Counsel will petition the Court
7 for an award of attorneys’ fees and costs and may petition the Court for an award of attorneys’ fees
8 in an amount not to exceed one-third (1/3) of the Gross Settlement Sum (subject to increase
9 pursuant to the terms of the paragraph below entitled “Material Increase in Defendant’s Workweek
10 / Pay Period Numbers”). Such amount is intended to compensate Class Counsel for the work it has
11 and will perform in this Action, including, but not limited to, investigating, initiating, and litigating
12 Representative Plaintiffs’, Class Members’, and PAGA Aggrieved Employees’ claims, negotiating
13 and documenting the Settlement, seeking and obtaining Court approval of the Settlement,
14 continuing counsel’s work in connection with the administration and implementation of the
15 Settlement, and obtaining Final Judgment in the Action. Class Counsel shall also be entitled to seek
16 reimbursement from the Gross Settlement Sum of all reasonable, documented out of pocket costs
17 not to exceed thirty-thousand dollars (\$30,000) related to the Action incurred by Class Counsel,
18 separate from its request for attorneys’ fees. The Settlement Administrator (and not Defendant)
19 shall be responsible for issuing an IRS Form 1099 to Class Counsel reflecting the attorneys’ fees
20 and costs awarded by the Court. Defendant agrees not to oppose Class Counsel’s request for an
21 award of fees and costs as provided herein. The Court’s ruling concerning Class Counsel’s
22 application for attorney fees and costs (whether awarded as requested or altered at the discretion of
23 the Court) shall not affect the enforceability of this Agreement, or the ability of the Court to
24 otherwise approve the Settlement.

25 G. Service Award To Representative Plaintiff. Class Counsel will petition the Court
26 for a service award to Representative Plaintiffs in the amount not to exceed \$7,500 each (for a total
27 of \$15,000). The service awards to Representative Plaintiffs shall be in addition to whatever
28 monetary settlement payment Representative Plaintiffs are entitled to receive for purposes of their

1 Settlement Payment and PAGA Individual Payment. The Settlement Administrator (and not
2 Defendant) shall be responsible for issuing an IRS Form 1099 to Representative Plaintiffs reflecting
3 the service award approved by the Court, which will be paid from the Gross Settlement Sum. The
4 Court's ruling on the request for a service award (whether awarded as requested or altered at the
5 discretion of the Court) shall not affect the enforceability of this Agreement, or the ability of the
6 Court to otherwise approve the Settlement.

7 H. Settlement Administration. As indicated in the Definitions section above, the Parties
8 have preliminarily selected Apex Class Action, LLC as the Settlement Administrator for the
9 Settlement, and Class Counsel will seek Court approval of Apex Class Action, LLC as the
10 Settlement Administrator. The Gross Settlement Sum shall be paid to or transferred to the
11 Settlement Administrator or a qualified settlement fund established by the Settlement
12 Administrator in accordance with the payment terms and time periods set forth above. The
13 Settlement Administrator's duties shall include, without limitation: establishing a qualified
14 settlement fund for administering this Settlement; calculating, processing, and sending each Class
15 Member's and PAGA Aggrieved Employee's share of the Net Settlement Sum and PAGA
16 Payment; processing Class Members and PAGA Aggrieved Employees through the United States
17 Postal Service's National Change of Address database; formatting, printing, and mailing the Class
18 Notices and PAGA Settlement Notices; processing any exclusion requests and objections from
19 Class Members; processing, following up and resolving disputes regarding Settlement Payment
20 calculations; performing necessary searches on notices returned as undeliverable; providing
21 required disclosures and declarations to the Parties and the Court concerning the status and
22 administration of the Settlement; processing and distributing Settlement Payments and the PAGA
23 Payment (including PAGA Individual Payments), tax deductions, and tax forms; receiving,
24 depositing, and distributing the Gross Settlement Sum in accordance with the Settlement and the
25 Court's orders related thereto; providing declaration(s) as necessary in support of preliminary
26 and/or final approval of the Settlement; and other tasks as the Parties mutually agree upon or the
27 Court orders the Settlement Administrator to perform. The Settlement Administrator shall be
28 responsible for all tax filing and reporting. Class Members and PAGA Aggrieved Employees

1 assume full responsibility and liability for the payment of taxes and withholdings due by them on
2 all payments made in connection with the Settlement. The Settlement Administrator's fees and
3 costs (in an estimated amount not to exceed \$13,000) shall be deducted from the Gross Settlement
4 Sum. Representative Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel shall have no
5 responsibility for validating or ensuring the accuracy of the Settlement Administrator's work, but
6 will work with the Settlement Administrator to facilitate accurate settlement administration to the
7 best of their abilities. Representative Plaintiffs, Class Counsel, Defendant, and Defendant's
8 Counsel shall not bear any responsibility for errors or omissions by the Settlement Administrator
9 in the calculation or distribution of the Settlement Payments. All disputes relating to the Settlement
10 Administrator's performance of its duties shall be referred to the Court, if necessary, which shall
11 have continuing jurisdiction over the terms and conditions of the Settlement until all payments and
12 obligations contemplated by the Settlement have been fully satisfied and carried out.

13 I. Class Member Settlement Payment and Payment Amount Dispute Procedure. The
14 Class Notice will be individualized and include a statement of a recipient Class Member's estimated
15 Settlement Payment as calculated based on available records from Defendant and the Distribution
16 Formula.

17 If a Class Member chooses not to challenge the information set forth in the Class
18 Notice, the Class Member need not do anything, and payment shall be made in accordance with
19 the Class Notice and the Distribution Formula.

20 If a Class Member wishes to challenge his or her individualized information
21 pertaining to his or her Settlement Payment as set forth in the Class Notice, that Class Member
22 must submit a written, signed dispute along with any supporting documents or other supporting
23 information to the Settlement Administrator within sixty (60) calendar days of the postmark date
24 in which the Class Notice was mailed to the Class Member. No challenge will be timely if
25 postmarked more than sixty (60) calendar days after the date the Class Notice was mailed to the
26 Class Member, unless otherwise ordered by the Court.

27 Within five (5) calendar days from the date the Settlement Administrator receives
28 notice of the dispute, the Settlement Administrator will send to Defendant's Counsel a copy of the

1 documentation submitted in connection with such challenge. Defendant's Counsel may supply
2 information to the Settlement Administrator concerning any such challenge but is not obligated to
3 do so. While the Settlement Administrator shall consider all information submitted, Defendant's
4 records will be subject to a rebuttable presumption of correctness for purposes of determining a
5 Class Member's individualized information pertaining to his or her Settlement Payment amount.
6 Within ten (10) calendar days from the date the Settlement Administrator receives documentation
7 from the Class Member concerning the dispute, the Settlement Administrator shall make a
8 determination without hearing or right to appeal and communicate that determination to the Class
9 Member, Class Counsel, and Defendant's Counsel. The determination by the Settlement
10 Administrator concerning the dispute shall be binding in connection with the Settlement, unless
11 otherwise ordered by the Court, which shall have the power to review all disputes submitted to the
12 Settlement Administrator. Disputes concerning Settlement Payments, and any unresolved or
13 outstanding claims or challenges concerning the Settlement shall be settled and resolved prior to
14 distribution of the Gross Settlement Sum.

15 J. Settlement Payment Allocation. In distributing Settlement Payments, the
16 Settlement Administrator shall indicate the percentage of each payment attributable to wages
17 subject to employment taxation, and the percentage of each award attributable to penalties, interest,
18 or other category subject only to income taxation. To the extent any Class Member's or PAGA
19 Aggrieved Employee's payment must be wired or otherwise delivered in a manner other than
20 through issuance of a check via regular mail, any and all additional administrative fees and required
21 withholdings will be paid from that Class Member's or PAGA Aggrieved Employee's Settlement
22 Payment.

23 K. Withholdings And Taxes. For purposes of the allocation of Settlement Payments,
24 twenty-five percent (25%) shall constitute wages ("wage portion"), ten percent (10%) shall
25 constitute interest, and sixty-five percent (65%) shall constitute penalties ("non-wage portion"),
26 and each individual's respective portion of the PAGA Payment shall be treated as 100% penalties.

27 The Settlement Administrator shall determine the amount of employee and
28 employer owed withholdings or taxes and this amount shall be withheld from each Class Member

1 Settlement Payment, and Defendant shall be responsible for paying to the Settlement
2 Administrator employer-owed amounts. All withholdings or taxes shall be remitted by the
3 Settlement Administrator to the proper governmental taxing authorities.

4 The Settlement Administrator shall be responsible for ensuring that all taxes and
5 withholdings to be paid out of the Gross Settlement Sum are timely paid to the appropriate
6 authorities. The Settlement Administrator's responsibilities include the following: (i) the
7 determination and filing of all federal, state and local employment tax deductions and other
8 withholdings, (ii) the timely and proper filing of all required federal, state and local forms (*e.g.*,
9 1099s, W-2s, *etc.*) with the appropriate taxing authorities, and (iii) the completion of any other
10 steps necessary for compliance with any tax obligations of the Settlement under federal, state
11 and/or local law, as applicable. The Settlement Administrator shall furnish Defendant's Counsel
12 with copies of forms detailing the payment of taxes and withholdings (including all 1099 and W-
13 2 information returns) sufficient to prove that such payments were properly remitted. The
14 Settlement Administrator shall provide at Defendant Counsel's request a final accounting
15 adequate to demonstrate compliance with all withholding, payment, and reporting obligations.

16 Defendant, Defendant's Counsel, Representative Plaintiff, and Class Counsel make no
17 representation as to the tax treatment or legal effect of the payments called for hereunder, and
18 Representative Plaintiffs and Class Members and PAGA Aggrieved Employees shall not rely on
19 any statement, representation, or calculation by Defendant, Defendant's Counsel, Representative
20 Plaintiff, or Class Counsel in this regard. Representative Plaintiffs and Class Members and PAGA
21 Aggrieved Employees shall be solely responsible for the payment of any taxes and penalties
22 assessed on the payments described herein.

23 L. Unused Settlement Funds. Any uncashed Settlement Payment or PAGA Individual
24 Payment check issued to a Class Member or PAGA Aggrieved Employee that remains uncashed
25 after one-hundred and twenty (120) calendar days after being issued shall be deemed null and void,
26 and such funds shall be paid to a Court-approved cy pres beneficiary. Class Counsel will petition
27 the Court to approve California Court Appointed Special Advocates ("CASA") as an appropriate
28 cy pres beneficiary under this Settlement. Provided, however, the recipient of uncashed settlement

1 funds may be changed or modified as the Court in its discretion deems appropriate for purposes of
2 adjudicating, effectuating, or exercising jurisdiction over the Settlement, without affecting the
3 enforceability of this Settlement by the Parties hereto. Neither Defendant, Defendant's counsel,
4 nor Plaintiffs shall have any liability for lost or stolen settlement payment checks, forged signatures
5 on settlement payment checks, unauthorized negotiation of settlement payment checks, or failure
6 to timely cash a settlement funds check within the 120 day period.

7 M. Interest. The interest on funds deposited by Defendant in connection with the
8 Settlement shall inure pro rata to the party to whom the underlying funds are ultimately paid out or
9 distributed.

10 **VI. MISCELLANEOUS**

11 A. Material Increase in Defendant's Workweek / Pay Period Numbers.
12 Defendant represented that there are approximately 9,811 non-arbitration workweeks from March
13 31, 2021 through December 31, 2025 (i.e., the Class Period). In the event the number of workweeks
14 during such period is more than 10,792 (i.e., more than 10% above 9,811), then the Gross
15 Settlement Sum shall be increased proportionally by the number of workweeks in excess of 10,792.
16 Defendant represented that there are approximately 78,363 PAGA pay periods from September,
17 26, 2022 through December 31, 2025 (i.e., the PAGA Period). In the event the number of PAGA
18 pay periods during such period is more than 86,199 (i.e., more than 10% above 78,363), then the
19 Gross Settlement Sum shall be increased proportionally by the number of PAGA pay periods in
20 excess of 86,199.

21 B. Defendant Termination Option. If the number of Class Members who validly opt-
22 out exceeds five percent (5%) of the total Class Members, Defendant shall have the right and option
23 (but not the obligation) to terminate this Settlement by communicating such decision to both the
24 Settlement Administrator and Class Counsel in writing within fourteen (14) calendar days after
25 receiving written notice from the Settlement Administrator of the total number of Class Members
26 who have validly opted out of the Settlement. In the event Defendant exercises such option to
27 terminate the Settlement as provided in this paragraph, then the Parties will be restored to their
28 respective positions vis-a-vis one another in the litigation as of the date of the parties' mutual

1 acceptance of the mediator's proposal, January 7, 2026. The Parties and their counsel agree that
2 they shall not seek, solicit, or otherwise encourage Class Members or PAGA Aggrieved Employees
3 to submit exclusion/opt-out requests or objections to the Settlement. Plaintiffs agree they will not
4 opt-out of or object to the Settlement. Defendant's notice of termination pursuant to this paragraph
5 shall be sent to Plaintiff's counsel via email.

6 C. Stay of Litigation Activity. Besides the Parties' efforts to effectuate the Settlement
7 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
8 effectuate this Settlement.

9 D. Automatic Voiding of Agreement If Settlement Not Finalized. In the event the
10 Effective Date does not occur or the Settlement does not become final for any other reason, the
11 Settlement shall be null and void and any order entered by the Court in furtherance of this
12 Settlement shall be treated as void *ab initio*. In such case, the Parties shall return to the status quo
13 as if the Parties had not entered into this Settlement. In such event, this Agreement, all negotiations,
14 Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties
15 hereto, and all evidence relating to the Settlement and all negotiations shall not be admissible,
16 discoverable, or otherwise used in the Action, in any other litigation, or otherwise.

17 E. No Admission of Liability or Wrongdoing. Representative Plaintiffs, both as Class
18 and PAGA representatives and in their individual capacity, and Defendant, have entered into this
19 Agreement to resolve the dispute or disputes that have arisen between them and to avoid the burden,
20 expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit,
21 and specifically denies that: it has violated any federal, state, or local law; violated any regulations
22 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
23 requirements; breached any contract; violated or breached any duty; engaged in any
24 misrepresentation or deception; or engaged in any other unlawful or improper conduct with respect
25 to its employees or operations. Neither this Agreement, nor any of its terms or provisions, nor any
26 of the negotiations connected with it, shall be construed as an admission or concession in any way,
27 including for purposes of proving as to Defendant any violation(s) or failure(s) to comply with any
28 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this

1 Agreement and its terms and provisions shall not be offered or received as evidence in any action
2 or proceeding to establish any liability or admission on the part of Defendant or to establish the
3 existence of any condition constituting a violation of, or noncompliance with, federal, state, local
4 or other applicable law. In addition, as set forth herein, the Parties intend this Settlement to be
5 contingent upon preliminary and final Court approval of this Agreement, and the Parties do not
6 waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as
7 if this Agreement never existed in the event that the Settlement is not fully and finally approved as
8 set forth herein

9 F. No Credit Toward Benefit Plans. The Settlement Payments and PAGA Individual
10 Payments made to Class Members and PAGA Aggrieved Employees under this Agreement shall
11 not be utilized to claim or calculate any additional benefits or compensation under any Defendant
12 benefit or compensation plan to which any Class Member or PAGA Aggrieved Employee may
13 otherwise be subject to or eligible for, including, but not limited to: profit-sharing plans, bonus
14 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off plans, and
15 any other Defendant benefit or compensation plan. Any payment or payments made under this
16 Agreement shall be the sole compensation and benefit to Class Members and PAGA Aggrieved
17 Employees under this Settlement, irrespective of whether a plan document or other agreement
18 provides otherwise.

19 G. Binding Effect of Agreement On Settlement Class Members and PAGA Aggrieved
20 Employees. Upon the Effective Date, all Settlement Class Members and PAGA Aggrieved
21 Employees shall be bound by and subject to this Agreement. In addition, unless a Class Member
22 validly opts out of/excludes himself or herself from the Settlement as described in this Agreement,
23 he or she shall be deemed to be bound by and subject to this Agreement regardless of whether such
24 Class Member received a Settlement Payment. Class Members and PAGA Aggrieved Employees
25 have no right or ability to opt out of the settlement of the PAGA Action as provided herein.

26 H. Binding Upon Successors and Assigns. This Agreement shall be binding upon, and
27 inure to the benefit of the successors or assigns of the Parties hereto.

28 I. Amendment or Waiver Only In Writing. This Agreement and its terms may only be

1 amended, modified, or waived by a written instrument signed by the Parties or their successors-in-
2 interest, and which is approved by the Court.

3 J. Entire Agreement. This Agreement and any attached exhibits constitute the entire
4 agreement between the Parties relating to the Settlement and the related transactions contemplated
5 herein. Excluding the Parties' written Memorandum of Understanding fully executed on or about
6 January 16, 2026 (which forms the basis of this Agreement and may be considered in connection
7 with this Agreement), all prior or contemporaneous agreements, understandings and statements,
8 whether oral or written, and whether by a Party or its counsel, are merged herein. No oral or written
9 representations, warranties or inducements have been made to any Party concerning this Agreement
10 or its exhibits other than the terms, representations, warranties, and covenants contained and
11 memorialized in such documents.

12 K. Attorneys' Fees and Costs. The Parties agree that payment of the agreed Gross
13 Settlement Sum (including any increase provided under the above paragraph, "Material Increase in
14 Defendant Workweek / Pay Period Numbers") along with employer-side payroll taxes, represents
15 the entire monetary obligation of the Settlement, and that the Parties will otherwise each bear their
16 own respective costs, fees, and expenses, and attorney fees, and with respect to Representative
17 Plaintiffs, any attorneys' fees or costs owed or incurred are being paid or will be paid out of the
18 Gross Settlement Sum and there shall not be a payment by Defendant in addition thereto. Further,
19 no Party shall be considered a "prevailing party" (or similar designation) in connection with this
20 matter.

21 L. Authorization to Execute Agreement and Effectuate Settlement and Agreement to
22 Cooperate. The Parties hereto warrant and represent that they are authorized to negotiate and agree
23 to this Settlement as provided herein and to take all appropriate action required or permitted to be
24 taken by such parties pursuant to this Settlement and to otherwise effectuate its terms. The Parties
25 themselves and through their respective counsel will cooperate with each other to effect the
26 implementation of this Agreement. This Settlement shall be enforceable by motion under California
27 Code of Civil Procedure §664.6, notwithstanding the confidentiality provisions of California
28 Evidence Code §§1119, et seq. or otherwise.

1 M. Representative Plaintiffs Representation and Warranty Re: No Other Action.
 2 Representative Plaintiffs each hereby warrant and represent that he has not filed any complaint,
 3 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against Defendant or any
 4 of the Released Parties with any court, governmental or administrative agency or any other entity
 5 asserting any claim or claims released herein.

6 N. Non-Disparagement. To the fullest extent permitted by law, Representative
 7 Plaintiffs agree not to disparage or publish or disseminate information (nor encourage or solicit the
 8 disparagement or the dissemination of such information), whether oral or written, that is derogatory
 9 in any manner or which may be harmful to Defendant's or its management personnel's business or
 10 personal reputation, whether such information was acquired before, during, or after such
 11 Representative Plaintiff's employment with Defendant.

12 O. No Prior Assignment. The Parties hereto represent, covenant, and warrant that they
 13 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
 14 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
 15 action or rights herein released and discharged except as set forth herein.

16 P. Governing Law. All terms of this Agreement and the exhibits hereto shall be
 17 governed by and interpreted according to the laws of the State of California, except to the extent
 18 that federal law requires federal law to govern.

19 Q. Counterparts. This Agreement may be executed in one or more counterparts and by
 20 facsimile or electronic transmittal. All executed copies of this Agreement, and photocopies thereof
 21 (including facsimile or electronic copies of the signature pages), shall have the same force and
 22 effect and shall be as legally binding and enforceable as the original.

23 R. Exhibits. This Agreement includes the attached exhibits.

24 S. Construction. The Parties have reached this Agreement through arms-length
 25 negotiations. This Agreement has been drafted jointly by counsel for the Parties. Hence, for
 26 purposes of any construction or interpretation of this Agreement, the Agreement shall not be
 27 construed against either party as the principal drafter of the Agreement.

28 T. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the

interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

U. No Signature Required By Class Members On Settlement Agreement. Because the Class Members are so numerous, it is impossible or impractical to have each one execute this Agreement. The Class Notice will advise Class Members of the binding nature of this Settlement, and this Agreement shall have the same force and effect as if this Agreement were executed by each Class Member, subject to each Class Member's right to exclude himself or herself from the Settlement as provided herein.

V. Titles and Captions of No Force. Paragraph titles or captions contained herein are inserted for convenience and ease of reference, and do not define, limit, or extend the scope of the terms of the Agreement and its provisions.

W. No Tax Advice. Nothing contained herein constitutes legal advice regarding the taxability or tax consequences of any amounts paid in connection with the Settlement, nor should anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are not providing representation or advice regarding tax or withholding matters in connection with this Settlement.

X. Confidentiality Preceding Preliminary Approval. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, or Class Members or PAGA Aggrieved Employees (excluding Representative Plaintiffs), respond to any press inquiry, or have any communication with the press or Class Members or PAGA Aggrieved Employees about this case and/or the fact, amount, or terms of the Settlement prior to the Court granting preliminary approval of the Settlement.

IT IS SO STIPULATED AND AGREED.

Dated: _____,

By: _____

Representative Plaintiff Salvador Palacios, Sr., On
Behalf Of Himself, Class Members, and the PAGA
Aggrieved Employees

1 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
2 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
3 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
4 embodied in this Agreement and all orders and judgments entered in connection therewith.

5 U. No Signature Required By Class Members On Settlement Agreement. Because the
6 Class Members are so numerous, it is impossible or impractical to have each one execute this
7 Agreement. The Class Notice will advise Class Members of the binding nature of this Settlement,
8 and this Agreement shall have the same force and effect as if this Agreement were executed by
9 each Class Member, subject to each Class Member's right to exclude himself or herself from the
10 Settlement as provided herein.

11 V. Titles and Captions of No Force. Paragraph titles or captions contained herein are
12 inserted for convenience and ease of reference, and do not define, limit, or extend the scope of the
13 terms of the Agreement and its provisions.

14 W. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
15 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
16 anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are
17 not providing representation or advice regarding tax or withholding matters in connection with this
18 Settlement.

19 X. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
20 agree that they will not issue any press releases, initiate any contact with the press, or Class
21 Members or PAGA Aggrieved Employees (excluding Representative Plaintiffs), respond to any
22 press inquiry, or have any communication with the press or Class Members or PAGA Aggrieved
23 Employees about this case and/or the fact, amount, or terms of the Settlement prior to the Court
24 granting preliminary approval of the Settlement.

25 **IT IS SO STIPULATED AND AGREED.**

26 Dated: 09/22/2026,

By: Salvador Palacios SR

Representative Plaintiff Salvador Palacios, Sr., On
Behalf Of Himself, Class Members, and the PAGA
Aggrieved Employees

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Dated: 09/23/2026,

By: Salvador Palacios
Representative Plaintiff Salvador Palacios, Jr., On
Behalf Of Himself, Class Members, and the PAGA
Aggrieved Employees

Dated: _____,

By: _____
Defendant Cagwin & Dorward, LLC
Print Name / Title: _____

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: September 23, 2026

By: Annabel Blanchard
Barbara DuVan Clarke, Esq.
Annabel Blanchard, Esq.
Attorneys for Representative Plaintiffs

LIGHTGABLER LLP

Dated: _____, 2026

By: _____
Brian R. Weilbacher, Esq.
Benjamin F. Fraser, Esq.
Attorneys for Defendant

1 Dated: _____,

By: _____
Representative Plaintiff Salvador Palacios, Jr., On
Behalf Of Himself, Class Members, and the PAGA
Aggrieved Employees

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5 Dated: 9/29/2026,

Signed by:
By: Elizabeth Chrisman
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Defendant Cagwin & Dorward, LLC
Print Name / Title: CHRO

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13 APPROVED AS TO FORM ONLY:

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15 BLACKSTONE LAW, APC

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17 Dated: _____, 2026

By: _____
Barbara DuVan Clarke, Esq.
Annabel Blanchard, Esq.
Attorneys for Representative Plaintiffs

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20 LIGHTGABLER LLP

21 Dated: 9/29, 2026

By: Brian R. Weilbacher
Brian R. Weilbacher, Esq.
Benjamin F. Fraser, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT

If You Are or Were a Non-Exempt Employee of Cagwin & Dorward, LLC, You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page **X**
2. What Is the Case About?..... Page X
3. How Much Can I Expect to Receive? Page X
4. What Is Final Approval of the Settlement?..... Page X
5. Who Are the Attorneys Representing the Parties?..... Page X
6. What Are My Options and Rights? How Will My Rights Be Affected?.....Page X
7. How Will the Attorneys and Representative Plaintiffs be Compensated
and How Will Other Settlement Costs Be Paid?.....Page **X**

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and related Private Attorneys General Act representative action lawsuit entitled *Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al.*, Case Nos. 23CV046932 (Class Action) and 23CV055924 (PAGA Action) that are now pending in the Alameda County Superior Court (collectively referred to as the “Action”). Defendant Cagwin & Dorward, LLC is referred to herein as “Defendant” or the “Company.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2026 at _____ a.m. (the “Preliminary Approval Date”) in the Alameda County Superior Court, State of California. At that hearing, the Honorable Somnath Raj Chatterjee, Superior Court Judge, granted preliminary approval to the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed Settlement. You have received this Notice because Defendant’s employee records indicate you are a Class Member.

This Settlement involves “Class Members” under the terms of the Settlement Agreement.

A “Class Member” is: a current or former non-exempt, hourly paid employee who worked for Defendant in California from March 31, 2021 through December 31, 2025 and is not subject to an arbitration agreement in connection with his or her employment with Defendant. The referenced time period is the “Class Period.”

The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on **at XXX a.m.**, in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, CA 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. What Is the Case About?

On October 10, 2023, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”), filed a class action complaint in Alameda County Superior Court against Defendant. Following this, on December 1, 2023, Plaintiffs filed a related Private Attorneys General Act (“PAGA”) complaint alleging a single cause of action under PAGA (Case No. 23CV055924). The Class Action asserted various claims, including those denominated as follows: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods and unpaid meal premiums; (4) failure to provide rest periods and unpaid rest period premiums; (5) wages not timely paid during employment; (6) failure to provide accurate wage statements; (7) untimely final wages; (8) failure to reimburse necessary business expenses; and (9) violation of Business & Professions Code §17200, et seq. The PAGA complaint alleges one cause of action under PAGA (LC §§2698, et seq.) and seeks civil penalties on behalf of the State of California and aggrieved employees for alleged violations of the Labor Code claims contained in the class action complaint.

The Defendant’s Position: Defendant has denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiffs’ claims and allegations alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment or certification. Defendant contends, among other things, that it has complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After litigation activity and following the exchange of information regarding the claims asserted in the Action, the parties participated in a day-long mediation on June 26, 2025 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. At the mediation, a settlement was not reached, and following further litigation activity and further settlement discussions, a settlement in principle was reached based on a mediator’s proposal

to the parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiffs' counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval to the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendant is paying Four-Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) for settlement of the Class Action and the PAGA Action as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." The Gross Settlement Sum (*i.e.* the \$450,000.00) shall also be used for payment of attorneys' fees, litigation costs, costs of administering the settlement, Representative Plaintiffs' service payments, and the portion of the Gross Settlement Sum to be used for the PAGA Action settlement (the "PAGA Payment"), which is \$200,000. After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the "Net Settlement Sum") is the fund of money that will be distributed to pay settlement payments to Class Members. For the portion of the Gross Settlement Sum used for settlement of the PAGA Action (*i.e.* the \$200,000), 75% of such amount will be paid to the State of California's Labor and Workforce Development Agency (the "LWDA") and the remaining 25% will be paid to employees of Defendant who worked during the period relevant to the PAGA Action, which is September 26, 2022 through December 31, 2025 (the "PAGA Period"). Employees who worked during the PAGA Period are referred to as "PAGA Aggrieved Employees."

Based on your employment dates with Defendant, you are a Class Member and are not a PAGA Aggrieved Employee under the Settlement.

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called "the Distribution Formula." The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine each Settlement Class Member's and PAGA Aggrieved Employee's relative, proportional share of the settlement funds, and then convert such proportional shares into a monetary amount.

- **Class Action Distribution Formula:** Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such Settlement Class Member worked for Defendant as a non-exempt employee during the Class Period. Each Settlement Class Member's individual settlement payment will be calculated by: (a) dividing the Net Settlement Sum by the total number of workweeks worked by all Settlement Class Members during the Class Period, and (b) multiplying the result by each Settlement Class Member's workweeks during the Class Period.

BASED ON DEFENDANT'S RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- Your applicable workweek number for your class action gross settlement payment is:
- YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS:
 \$
 - NOTE: 25% of the above amount is designated as wages and is subject to payroll taxes and withholdings.

Note, the payment amount above is an estimate only, provided prior to final Court approval. Such estimate is subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members changes.

If the Court grants final approval to the Settlement, settlement checks will be mailed to recipients thereafter.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

4. What is Final Approval of the Settlement?

For the Settlement to become effective and you and other settlement class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all members of the settlement class as explained in this Notice, and settle the PAGA Action. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

5. Who Are the Attorneys Representing the Parties?

<u>Attorneys for Plaintiffs & the Class</u>	<u>Attorneys for Defendant Cagwin & Dorward, LLC</u>
Blackstone Law, APC Barbara DuVan-Clarke <i>bdc@blackstonepc.com</i> Annabel Blanchard <i>ablanchard@blackstonepc.com</i> 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278	LightGabler LLP Brian R. Weilbacher <i>bweilbacher@lightgablerlaw.com</i> Benjamin F. Fraser <i>bfraser@lightgablerlaw.com</i> 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Telephone: (805) 248-7208

6. What Are My Options And Rights? How Will My Rights Be Affected?

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result.
SUBMIT A WORKWEEK DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the Settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendant is obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendant's payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must mail to the Settlement Administrator a written objection to the Settlement, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than **February 1, 2026**. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire. The hearing is currently scheduled for [REDACTED] at XXX a.m., in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, California 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, AND IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT, AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING UPON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must mail to the Settlement Administrator a written request to exclude yourself from the Settlement, which unambiguously requests to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], 2026. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you submit a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. You also will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action settlement.

Submitting a Workweek Dispute

If you dispute the workweek information set forth above, you must send a written dispute to the Settlement Administrator, at the address below, explaining why you dispute the number workweeks and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2026. Late or incomplete disputes will be invalid and will not be considered unless the Court approves late consideration of a late dispute.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and resolve the dispute based on such materials.

It is your responsibility to ensure the Settlement Administrator has timely received any document submitted in response to this Notice, including, for example, any dispute, exclusion request, or objection. You may (and should) contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all "Settlement Class Members" (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all "Settled Class Claims" against the Released Parties.

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

“Settlement Class Member” means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period (*i.e.* from March 31, 2021 through and including December 31, 2025) and is not subject to an arbitration agreement in connection with his or her employment with Defendant, and who has not validly excluded himself or herself from this Settlement.

“Settled Class Claims” means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in the complaint in the Class Action (including any previously filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, “Settled Class Claims” includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to maintain accurate records or provide requested records, unfair business practices or unfair competition, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties (exclusive of PAGA penalties), fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Class Claims” does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers’ compensation.

“Released Parties” means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

7. *How Will the Attorneys and Representative Plaintiffs Be Compensated and How Will Other Settlement Costs Be Paid?*

The attorneys for the Representative Plaintiffs and the Class, and the Representative Plaintiffs, will be paid from the \$450,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys may seek attorneys’ fees in an amount not to exceed one-third of the Gross Settlement Sum (*i.e.* \$150,000.00) and reimbursement for incurred, documented litigation costs not to exceed \$30,000. Representative Plaintiffs may seek service awards for the time devoted and benefits provided to the Class, and the risks assumed for serving as a representative plaintiff, and for entering into a broader release of all claims. The service award that may be requested will not exceed \$7,500 for each Representative Plaintiff (*i.e.* \$15,000 total), and this in addition to whatever settlement payment amount each Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$13,000 for payment to the third-party settlement administrator, Apex Class Action, LLC, to administer the Settlement, and \$200,000 that is

payable to the State of California (75%) and PAGA Aggrieved Employees (25%) for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that may be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator. Please refer to the Cagwin & Dorward, LLC Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review online at [\[\[administrator website address\]\]](#) or at the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, and online at <https://alameda.courts.ca.gov/>

Settlement Administrator Name and Contact Information:

[\[ADDRESS and TELEPHONE NUMBER\]](#)

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT

If You Are or Were a Non-Exempt Employee of Cagwin & Dorward, LLC, You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page **X**
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and How Will Other Settlement Costs Be Paid?.....Page **X**

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and related Private Attorneys General Act representative action lawsuit entitled *Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al.*, Case Nos. 23CV046932 (Class Action) and 23CV055924 (PAGA Action) that are now pending in the Alameda County Superior Court (collectively referred to as the “Action”). Defendant Cagwin & Dorward, LLC is referred to herein as “Defendant” or the “Company.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2026 at _____ a.m. (the “Preliminary Approval Date”) in the Alameda County Superior Court, State of California. At that hearing, the Honorable Somnath Raj Chatterjee, Superior Court Judge, granted preliminary approval to the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed Settlement. You have received this Notice because Defendant’s employee records indicate you are a Class Member.

This Settlement involves “Class Members” under the terms of the Settlement Agreement.

A “Class Member” is: a current or former non-exempt, hourly paid employee who worked for Defendant in California from March 31, 2021 through December 31, 2025 and is not subject to an arbitration agreement in connection with his or her employment with Defendant. The referenced time period is the “Class Period.”

The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on **at XXX a.m.**, in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, CA 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. What Is the Case About?

On October 10, 2023, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”), filed a class action complaint in Alameda County Superior Court against Defendant. Following this, on December 1, 2023, Plaintiffs filed a related Private Attorneys General Act (“PAGA”) complaint alleging a single cause of action under PAGA (Case No. 23CV055924). The Class Action asserted various claims, including those denominated as follows: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods and unpaid meal premiums; (4) failure to provide rest periods and unpaid rest period premiums; (5) wages not timely paid during employment; (6) failure to provide accurate wage statements; (7) untimely final wages; (8) failure to reimburse necessary business expenses; and (9) violation of Business & Professions Code §17200, et seq. The PAGA complaint alleges one cause of action under PAGA (LC §§2698, et seq.) and seeks civil penalties on behalf of the State of California and aggrieved employees for alleged violations of the Labor Code claims contained in the class action complaint.

The Defendant’s Position: Defendant has denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiffs’ claims and allegations alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment or certification. Defendant contends, among other things, that it has complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After litigation activity and following the exchange of information regarding the claims asserted in the Action, the parties participated in a day-long mediation on June 26, 2025 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. At the mediation, a settlement was not reached, and following further litigation activity and further settlement discussions, a settlement in principle was reached based on a mediator’s proposal

to the parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiffs' counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval to the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendant is paying Four-Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) for settlement of the Class Action and the PAGA Action as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." The Gross Settlement Sum (*i.e.* the \$450,000.00) shall also be used for payment of attorneys' fees, litigation costs, costs of administering the settlement, Representative Plaintiffs' service payments, and the portion of the Gross Settlement Sum to be used for the PAGA Action settlement (the "PAGA Payment"), which is \$200,000. After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the "Net Settlement Sum") is the fund of money that will be distributed to pay settlement payments to Class Members. For the portion of the Gross Settlement Sum used for settlement of the PAGA Action (*i.e.* the \$200,000), 75% of such amount will be paid to the State of California's Labor and Workforce Development Agency (the "LWDA") and the remaining 25% will be paid to employees of Defendant who worked during the period relevant to the PAGA Action, which is September 26, 2022 through December 31, 2025 (the "PAGA Period"). Employees who worked during the PAGA Period are referred to as "PAGA Aggrieved Employees."

Based on your employment dates with Defendant, you are a Class Member and a PAGA Aggrieved Employee under the Settlement.

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called "the Distribution Formula." The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine each Settlement Class Member's and PAGA Aggrieved Employee's relative, proportional share of the settlement funds, and then convert such proportional shares into a monetary amount.

- **Class Action Distribution Formula:** Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such Settlement Class Member worked for Defendant as a non-exempt employee during the Class Period. Each Settlement Class Member's individual settlement payment will be calculated by: (a) dividing the Net Settlement Sum by the total number of workweeks worked by all Settlement Class Members during the Class Period, and (b) multiplying the result by each Settlement Class Member's workweeks during the Class Period.
- **PAGA Claim Distribution Formula:** Because an employee cannot opt out of the PAGA claim settlement, each employee who worked during the PAGA Period (*i.e.* September 26, 2022 through December 31, 2025) shall also receive his or her individual share of the PAGA

Payment. The PAGA Payment is Two-Hundred Thousand Dollars and No Cents (\$200,000), and this is the portion of the Gross Settlement Sum allocated to settling and resolving the PAGA Action. 75% of the PAGA Payment will be paid to the State of California's LWDA and the remaining 25% will be paid to employees who worked during the PAGA Period. An eligible employee's share of the PAGA Payment is calculated as follows: (a) the number of pay periods each PAGA Aggrieved Employee worked as an hourly non-exempt employee for Defendant during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Aggrieved Employees working during the PAGA Period; and then (c) multiplied by the employee portion of the PAGA Payment amount (*i.e.* 25% of \$200,000, or \$50,000).

BASED ON DEFENDANT'S RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- Your applicable workweek number for your class action gross settlement payment is:
- Your applicable pay period number for your PAGA payment share is:
- YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS: \$
 - NOTE: 25% of the above amount is designated as wages and is subject to payroll taxes and withholdings.
- YOUR ESTIMATED PAGA PAYMENT SHARE IS: \$

Note, the payment amounts above are an estimate only, provided prior to final Court approval. Such estimates are subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members and PAGA Aggrieved Employees changes.

If the Court grants final approval to the Settlement, settlement checks will be mailed to recipients thereafter.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

4. *What is Final Approval of the Settlement?*

For the Settlement to become effective and you and other settlement class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all members of the settlement class as explained in this Notice, and settle the PAGA Action. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

5. Who Are the Attorneys Representing the Parties?

<u>Attorneys for Plaintiffs & the Class</u> Blackstone Law, APC Barbara DuVan-Clarke <i>bdc@blackstonepc.com</i> Annabel Blanchard <i>ablanchard@blackstonepc.com</i> 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278	<u>Attorneys for Defendant Cagwin & Dorward, LLC</u> LightGabler LLP Brian R. Weilbacher <i>bweilbacher@lightgablerlaw.com</i> Benjamin F. Fraser <i>bfraser@lightgablerlaw.com</i> 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Telephone: (805) 248-7208
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6. What Are My Options And Rights? How Will My Rights Be Affected?

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the Settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendant is obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendant's payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must mail to the Settlement Administrator a written objection to the Settlement, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than [REDACTED], 2026. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire. The hearing is currently scheduled for [REDACTED] at XXX a.m., in Department 21 of the Alameda County Superior Court, before the Honorable Somnath Raj Chatterjee, Superior Court Judge, located at 1221 Oak Street, Oakland, California 94612. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, AND IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT, AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING UPON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must mail to the Settlement Administrator a written request to exclude yourself from the Settlement, which unambiguously requests to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], 2026. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you submit a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. You also will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action settlement.

Whether you submit an exclusion request or not, you will, however, be bound by any Court-approved PAGA settlement in the case, and you will receive, if eligible, a share of the Court-approved PAGA payment amount.

Submitting a Workweek or Pay Period Dispute

If you dispute the workweek or pay period information set forth above, you must send a written dispute to the Settlement Administrator, at the address below, explaining why you dispute the number workweeks and/or pay periods and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2026. Late or incomplete disputes will be invalid and will not be considered unless the Court approves late consideration of a late dispute.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and resolve the dispute based on such materials.

It is your responsibility to ensure the Settlement Administrator has timely received any document submitted in response to this Notice, including, for example, any dispute, exclusion request, or objection. You may (and should) contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all "Settlement Class Members" (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all "Settled Class Claims" against the Released Parties.

Regarding the PAGA claim release of claims, Representative Plaintiffs, the State of California, and the Labor & Workforce Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved Employees, shall fully, finally, and forever release, relinquish, settle, and discharge all "PAGA Released Claims" against the "Released Parties."

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

"Settlement Class Member" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period (*i.e.* from March 31, 2021 through and including December 31, 2025) and is not subject to an arbitration agreement in connection with his or her employment with Defendant, and who has not validly excluded himself or herself from this Settlement.

"Settled Class Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in the complaint in the Class Action (including any previously filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, "Settled Class Claims" includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime,

unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to maintain accurate records or provide requested records, unfair business practices or unfair competition, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties (exclusive of PAGA penalties), fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. "Settled Class Claims" does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation.

"PAGA Aggrieved Employee" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period (*i.e.* from September 26, 2022 through and including December 31, 2025).

"PAGA Released Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), including, violations of the California Labor Code. By way of illustration only and not as a limitation, "PAGA Released Claims" includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records or provide requested records, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief to the extent recoverable under the PAGA statute.

"Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

7. *How Will the Attorneys and Representative Plaintiffs Be Compensated and How Will Other Settlement Costs Be Paid?*

The attorneys for the Representative Plaintiffs and the Class, and the Representative Plaintiffs, will be paid from the \$450,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys may seek attorneys' fees in an amount not to exceed one-third of the Gross Settlement Sum (*i.e.* \$150,000.00) and reimbursement for incurred, documented litigation costs not to exceed \$30,000. Representative Plaintiffs may seek service awards for the time devoted and benefits provided to the Class, and the risks assumed for serving as a representative plaintiff, and for entering into a broader release of all claims. The service award that may be requested will not exceed \$7,500 for each Representative Plaintiff (*i.e.* \$15,000 total), and this in addition to

whatever settlement payment amount each Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$13,000 for payment to the third-party settlement administrator, Apex Class Action, LLC, to administer the Settlement, and \$150,000 that is payable to the State of California for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that may be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator. Please refer to the Cagwin & Dorward, LLC Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review online at [\[\[administrator website address\]\]](#) or at the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, and online at <https://alameda.courts.ca.gov/>

Settlement Administrator Name and Contact Information:

[ADDRESS and TELEPHONE NUMBER]

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

EXHIBIT C

[Date], 2026

Apex Class Action, LLC

[Apex Class Action Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendant Cagwin & Dorward, LLC (“Defendant,” or the “Company”) indicate that you worked for Defendant for some time from September 26, 2022 through December 31, 2025. This notice relates to the settlement of a lawsuit entitled *Salvador Palacios, Sr. v. Cagwin & Dorward, LLC, et al.*, Case No. 23CV055924 (the “Action”).

In the Action, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”) made allegations and sought civil penalties against Defendant pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiffs made a variety of allegations in connection with the PAGA claim, including, for example, alleged unpaid minimum wages; alleged unpaid overtime; alleged failure to provide meal periods and unpaid meal premiums; alleged failure to provide rest periods and unpaid rest period premiums; alleged wages not timely paid during employment; alleged failure to provide accurate wage statements; alleged untimely final wages; and alleged failure to reimburse necessary business expenses.

Defendant Has Disputed and Denied All of Plaintiffs’ Claims and Allegations: From the beginning of the case and to the present, Defendant has disputed and denied all of Plaintiffs’ claims and allegations, has asserted the claims are without basis and invalid, and have asserted that Defendant has complied with all laws, including the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendant chose to resolve this matter solely to minimize the expense and disruption to their business caused by the Action.

The Court has not issued any ruling regarding whether Plaintiffs’ Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendant made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendant agreed to, and the Court has approved, a settlement under which the Company has paid, in total, the PAGA settlement amount of \$200,000. In accordance with the Court's approval, the settlement amount is being distributed to the State of California and the Company's employees.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The PAGA settlement amount is divided, as provided by law, between the State of California and Defendant's allegedly aggrieved employees, with the State receiving 75 percent of the PAGA settlement amount and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, the State of California, and the Labor & Workforce Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved Employees, have fully, finally, and forever released, relinquished, settled, and discharged all "PAGA Released Claims" against the "Released Parties."

"PAGA Aggrieved Employee" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period (*i.e.* from September 26, 2022 through and including December 31, 2025).

"PAGA Released Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), including, violations of the California Labor Code. By way of illustration only and not as a limitation, "PAGA Released Claims" includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records or provide requested records, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief to the extent recoverable under the PAGA statute.

"Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with the

Company. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the Court-approved cy pres recipient.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator,
_____ at _____.

EXHIBIT D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

SALVADOR PALACIOS SR., and
SALVADOR PALACIOS, JR., individually
and on behalf of others similarly situated,

Plaintiffs,

vs.

CAGWIN & DORWARD; CAGWIN &
DORWARD HOLDCO INC; CAGWIN &
DORWARD, LLC; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23CV046932 (Class Action)

Related Case No.: 23CV055924 (PAGA
Action)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: The Honorable Somnath Raj Chatterjee
Dept.: 21

Complaint Filed: October 10, 2023
Trial Date: Not Set

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1 enter an appearance through counsel or appear on his or his own behalf will be represented by Class
2 Counsel.

3 4. For purposes of this Settlement, plaintiffs Salvador Palacios, Sr., and Salvador
4 Palacios, Jr., are hereby appointed as Representative Plaintiffs, for purposes of the claims both
5 individually and on behalf of all Class Members and PAGA Aggrieved Employees.

6 5. The Court approves Apex Class Action, LLC as the Settlement Administrator and
7 preliminarily approves that Settlement administration costs shall be paid in accordance with the
8 Settlement Agreement and deducted from the Gross Settlement Sum. The cost of administration
9 includes all tasks required of the Settlement Administrator by the Settlement and the administration
10 of this Settlement, including the issuance of the Class Notices. The Settlement Administrator is
11 directed to perform all responsibilities set forth for the Settlement Administrator as set forth in the
12 Settlement Agreement and as otherwise necessary for purposes of administering the Settlement in
13 accordance with its terms and this Court's orders.

14 6. The Court hereby preliminarily approves the proposed Settlement upon the terms and
15 conditions set forth in the signed Settlement Agreement. The Court finds that the Settlement appears
16 to be within the range of reasonableness necessary for preliminary approval by the Court. It appears
17 to the Court that the Settlement's terms are fair, adequate, and reasonable as to all potential Class
18 Members when balanced against the probable outcome of further litigation, and given the risks
19 relating to liability and damages. The Court has also reviewed and considered the PAGA claim
20 settlement terms in accordance with Labor Code §2699 et. seq., and the Court finds, for purposes
21 of preliminary approval, that aspect of the Settlement to be fair, adequate, and reasonable as well.
22 It further appears that extensive investigation and research has been conducted such that counsel
23 for the parties previously have been, and remain, reasonably able to evaluate their respective
24 positions. It further appears to the Court that the Settlement at this time would avoid substantial
25 additional costs being incurred by all parties, as well as the delay and risks that would be presented
26 by further litigation and prosecution of the Action. It appears the Settlement has been reached as a
27 result of intensive, arms-length negotiations, including utilizing an experienced third-party neutral
28 in connection with the Settlement.

1 7. The Court preliminarily approves the Gross Settlement Sum of \$450,000, with the
2 Net Settlement Sum to be paid to Settlement Class Members being calculated by subtracting the
3 following from the Gross Settlement Sum: 1) the Settlement Administrator fees and costs to be paid
4 to Apex Class Action, LLC (not to exceed \$13,000.00); 2) Class Counsel's attorneys' fees (not to
5 exceed 1/3 of the Gross Settlement Sum or \$150,000); 3) Class Counsel's documented costs (not
6 to exceed \$30,000.00); 4) Service Awards to be paid to Representative Plaintiffs (not to exceed
7 \$7,500 each); and 5) \$200,000 from the Gross Settlement Sum shall be allocated to settlement and
8 resolution of the related PAGA Action, of which 75% (\$150,000) will be paid directly to the Labor
9 & Workforce Development Agency ("LWDA"), and the remaining 25% (\$50,000) will be
10 distributed to the PAGA Aggrieved Employees. The Court finds on a preliminary basis that the
11 terms of the Settlement relating to the payment of Settlement Administration fees, payment of Class
12 Counsel's fees and reasonable litigation costs, the payment of Service Awards to the Representative
13 Plaintiffs, payment of the PAGA Payment, and the allocation of payments to Settlement Class
14 Members appears to be within the range of reasonableness of a settlement that could ultimately be
15 given final approval by the Court, with the actual award amounts of such categories to be
16 determined at the time of the final approval hearing. The Court preliminarily approves the methods
17 and formulas provided for in the Settlement Agreement to be used by the Settlement Administrator
18 for calculating individual settlement payments to Class Members, and the payments to the LWDA
19 and PAGA Aggrieved Employees.

20 8. Within fifteen (15) calendar days after entry of this Order, Defendant will provide the
21 Settlement Administrator the name, last known address, and Social Security number of each Class
22 Member and PAGA Aggrieved Employee, along with their respective weeks worked during the
23 Class Period and/or pay periods worked during the PAGA Period. ("Class Data"). The Settlement
24 Administrator will use such information for purposes of calculating each Class Member's share of
25 the Net Settlement Sum, for calculating each PAGA Aggrieved Employee's PAGA Individual
26 Payment, and for mailing the Class Notice to Class Members.

27 9. The Court hereby approves, as to form and content, the Class Notices, attached as
28 Exhibits A and B to the Settlement Agreement. The Court finds that distribution of the Class Notices

1 to Class Members, substantially in the manner and form set forth in the Settlement Agreement and
2 this Order, meets the requirements of due process and is the best notice practicable under the
3 circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court
4 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all
5 Class Members within fifteen (15) calendar days of receipt of the Class Data, pursuant to the terms
6 set forth in the Settlement Agreement.

7 10. Any Class Member may choose to opt out of and be excluded from the Settlement as
8 provided in the Settlement Agreement and Class Notices and by following the instructions for
9 submitting a request for exclusion. Any person who timely and properly excludes himself or herself
10 from the Settlement will not be bound by it, will not receive a settlement payment from it, or have
11 any right to object, appear in connection with the Settlement, or appeal from the Settlement. A Class
12 Member who has not timely and properly requested exclusion shall, unless otherwise specifically
13 ordered by the Court, be bound by all determinations of the Court, the Settlement, and the Judgment
14 thereon.

15 11. Any Class Member who does not exclude himself or herself from the Settlement may
16 object to the Settlement as provided herein and appear at the Final Approval Hearing to show cause
17 why the proposed Settlement or its terms should not be approved. Unless otherwise ordered or
18 permitted by the Court, objections must be timely submitted and in conformance with the
19 procedures for objections set forth in the Settlement Agreement. A Class Member who submits a
20 valid objection to the Settlement or as otherwise permitted by the Court may enter an appearance
21 on his or her own behalf, or through his/her own attorney but no appearance is required for a written
22 objection to be considered by the Court. If the Court approves the Settlement, over a Class
23 Member's objection, the Class Member will be bound by the Settlement in all respects. A Class
24 Member who does not make his or her objection as provided for herein shall, unless otherwise
25 specifically ordered by the Court, be deemed to have waived such objection and shall be foreclosed
26 from making any objection, including, without limitation, concerning the Settlement and releases
27 of claims provided for therein, the distribution of the Gross Settlement Sum, Settlement
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1 Administrator fees, the PAGA claim settlement, attorneys' fees and costs awarded to Class Counsel,
2 and the Service Awards to the Representative Plaintiffs.

3 12. The Court preliminarily approves the releases of claims provided for in the Settlement
4 Agreement, and if the Settlement Agreement is granted final approval by the Court, Representative
5 Plaintiffs, Settlement Class Members, and the State of California and Labor & Workforce
6 Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved
7 Employees, shall be subject to the releases of claims as provided for therein in accordance with the
8 terms of the Settlement Agreement.

9 13. **A Settlement Fairness / Final Approval Hearing (the "Final Approval Hearing")**
10 **shall be held on:** _____, at _____ a.m./p.m. before the Honorable Somnath
11 Raj Chatterjee in Department 21 of the Alameda County Superior Court. The purpose of such
12 hearing will be to determine all necessary matters concerning the Settlement, including, without
13 limitation: (a) determining whether the proposed Settlement should be finally approved by the
14 Court as fair, reasonable, and adequate, including the PAGA settlement; (b) determining approval
15 of the Settlement Administrator's administration fees; (c) determining approval of Class Counsel's
16 request for attorneys' fees and reasonable litigation costs; and (d) determining approval of the
17 Service Awards requested for the Representative Plaintiffs. All papers in support of granting final
18 approval to the Settlement and any application for Settlement Administrator fees, attorneys' fees
19 and costs, and Representative Plaintiffs' service awards, shall be filed no later than sixteen court
20 days before the Final Approval Hearing.

21 14. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and other administration dates provided for in the Settlement, without further notice to the
23 Class, and retains jurisdiction to consider further matters concerning the Settlement.

1 15. All further proceedings in the Action shall be stayed except such proceedings
2 necessary to review, approve, and implement the Settlement as provided for herein.

3 **IT IS SO ORDERED**

4
5 Dated: _____

The Honorable Somnath Raj Chatterjee
Judge of the Superior Court

EXHIBIT E

[Date], 2026

Apex Class Action, LLC

[Apex Class Action Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Salvador Palacios, Sr., et al. v. Cagwin & Dorward, LLC, et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendant Cagwin & Dorward, LLC (“Defendant,” or the “Company”) indicate that you worked for Defendant for some time from September 26, 2022 through December 31, 2025. This notice relates to the settlement of a lawsuit entitled *Salvador Palacios, Sr. v. Cagwin & Dorward, LLC, et al.*, Case No. 23CV055924 (the “Action”).

In the Action, Plaintiffs Salvador Palacios, Sr. and Salvador Palacios, Jr. (“Plaintiffs”) made allegations and sought civil penalties against Defendant pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiffs made a variety of allegations in connection with the PAGA claim, including, for example, alleged unpaid minimum wages; alleged unpaid overtime; alleged failure to provide meal periods and unpaid meal premiums; alleged failure to provide rest periods and unpaid rest period premiums; alleged wages not timely paid during employment; alleged failure to provide accurate wage statements; alleged untimely final wages; and alleged failure to reimburse necessary business expenses.

Defendant Has Disputed and Denied All of Plaintiffs’ Claims and Allegations: From the beginning of the case and to the present, Defendant has disputed and denied all of Plaintiffs’ claims and allegations, has asserted the claims are without basis and invalid, and have asserted that Defendant has complied with all laws, including the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendant chose to resolve this matter solely to minimize the expense and disruption to their business caused by the Action.

The Court has not issued any ruling regarding whether Plaintiffs’ Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendant made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendant agreed to, and the Court has approved, a settlement under which the Company has paid, in total, the PAGA settlement amount of \$200,000. In accordance with the Court's approval, the settlement amount is being distributed to the State of California and the Company's employees.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The PAGA settlement amount is divided, as provided by law, between the State of California and Defendant's allegedly aggrieved employees, with the State receiving 75 percent of the PAGA settlement amount and employees receiving the remaining 25 percent.

Under the settlement, the State of California and the Labor & Workforce Development Agency, by and through Representative Plaintiffs, have fully, finally, and forever released, relinquished, settled, and discharged all "PAGA Released Claims" against the "Released Parties."

"PAGA Aggrieved Employee" means a person who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period (*i.e.* from September 26, 2022 through and including December 31, 2025).

"PAGA Released Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that are alleged or were alleged, or could have been alleged based on the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), for violations of the California Labor Code. By way of illustration only and not as a limitation, "PAGA Released Claims" includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, wages not timely paid during employment, failure to provide accurate wage statements, failure to pay all wages upon separation, failure to reimburse for necessary business expenses, provisions regulating hours and days of work in any IWC order, failure to maintain accurate records or provide requested records, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief to the extent recoverable under the PAGA statute. .

"Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with the Company. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the Court-approved cy pres recipient.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.

EXHIBIT F

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 21

JUDICIAL OFFICER: HONORABLE S. RAJ CHATTERJEE

Courtroom Clerk: Zenate Ali / Belinda
Mercado

CSR: Not Reported

23CV046932

September 1, 2026
2:30 PM

PALACIOS, et al.

vs

CAGWIN & DORWARD, et al.

MINUTES

NATURE OF PROCEEDINGS: Hearing on Motion for Order Motion for Preliminary Approval of Class and PAGA Settlement; filed by SALVADOR PALACIOS, Sr. (Plaintiff) + CRS# 233697545249 filed by SALVADOR PALACIOS, Sr. (Plaintiff); SALVADOR PALACIOS, Jr. (Plaintiff) on 08/07/2026

Prior to the hearing, the Court issued a tentative ruling, which was not contested and was affirmed as set forth below.

The Hearing on Motion for Order Motion for Preliminary Approval of Class and PAGA Settlement; filed by SALVADOR PALACIOS, Sr. (Plaintiff) + CRS# 233697545249 scheduled for 09/01/2026 is continued to 10/06/2026 at 02:30 PM in Department 21 at Rene C. Davidson Courthouse .

The motion of plaintiffs for preliminary approval of class action settlement is CONTINUED.

The court ORDERS that the parties must file any brief or amended settlement agreement that addresses the concerns at least 5 court days before the continued hearing date.

Adolph v. Uber Technologies (2023) 14 Cal.5th 1104, clarified that in a case such as this there are three types of claims: (1) claims that the named plaintiff asserts on their individual behalf; (2) claims that the named plaintiff asserts as agent or proxy of the LWDA; and (3) claims that the named plaintiff asserts as a representative of the absent class members, which are the claims that the absent class members could have asserted on their own individual selves. The releases in a case with individual, class, and PAGA claims must be consistent with the nature of the three types of claims that the case asserts.

The court ORDERS that the parties must file any brief or amended settlement agreement that addresses the concerns at least 5 court days before the continued hearing date.

ISSUE #1 - RELEASE OF CLAIMS BY NAMED PLAINTIFF

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

The Agreement releases the claims of the named plaintiffs, which can include a Civil Code 1542 waiver. (Agt III.1) This is adequate.

ISSUE #2 - RELEASE OF CLAIMS BY MEMBERS OF THE CLASS.

The members of the class release claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) (Agt III.2) This is adequate.

ISSUE #3 – RELEASE OF LWDA’S CLAIMS BY PLAINTIFF UNDER PAGA.

Under the PAGA, a private plaintiff brings an action as proxy or agent of the LWDA. “An employee plaintiff suing ... under the [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies.” (Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 81.) (See also Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664; Adolph v. Uber Technologies (2023) 14 Cal.5th 1104, 1116.) The named plaintiff as proxy and agent of the LWDA’s claims is releasing the LWDA’s claims. The “Aggrieved Employees” or “PAGA Class Members” do not release PAGA claims. Only persons who have exhausted the PAGA notice procedure and are authorized to represent the LWDA can release the LWDA’s claims. The agreement improperly states: “Representative Plaintiffs, the State of California, and the Labor & Workforce Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved Employees, fully, finally, and forever release, relinquish, settle, and discharge all PAGA Released Claims against the Released Parties.” The claim is on behalf of the LWDA, not on behalf of PAGA Aggrieved Employees. (Agt para III.3) This is not adequate.

The scope of the LWDA’s release is limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.) The Agreement states that the LWDA is releasing claims: “that: 1) are alleged or were alleged, or could have been alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), including, violations of the California Labor Code.” (Agt para I.Y) This is not adequate.

ISSUE #4. RESIDUAL BENEFICIARY

The agreement states that the residual will go to CASA. This is consistent with CCP 384. Counsel have provided the CCP 382.4 information. This is adequate.

ISSUE #5. NUMBER OF DAYS TO CASH CHECKS / SECOND DISTRIBUTION

The agreement states that the check cashing period is 120 days. (Agt V.L.) The court finds that 120 days is an adequate time for absent class members to cash the checks. That permits counsel and the court to more quickly determine whether a second distribution to the persons who cashed the first checks is appropriate. The Agreement states that residue will not be distributed to the cy pres beneficiary until after Court approval of a final accounting. This is adequate.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

ISSUE #6. CLASS COUNSEL LIMITATION OF LIABILITY

The Agreement at p28 para “V.L” states: “Neither Defendant, Defendant’s counsel, Plaintiff, nor Class Counsel shall have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a settlement funds check within the 120 day period.”

The Agreement can waive claims against defendant and defense counsel. The Agreement cannot waive claims against class counsel. This is an unlawful limitation of liability. (Rule Prof Conduct 1.8.8 [“A lawyer shall not: (a) Contract with a client prospectively limiting the lawyer’s liability to the client for the lawyer’s professional malpractice”].) This is not adequate.

The Court orders counsel to obtain a copy of this order from the eCourt portal.



By:

Z. Ali, Deputy Clerk

Minutes of: 09/01/2026

Entered on: 09/01/2026