

Alex Smith v. North Wind Services, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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Apex ID: «Apex_ID» «Tray_PC» <<
«Full_Name»
«Address_1»
«City», «State» «Zip»

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

***Alex Smith v. North Wind Services, LLC*, U.S. District Court,
Northern District of California, Case No. 3:25-cv-03793-RFL,
Consolidated with Case Nos. 3:25-cv-07931-RFL and 3:25-cv-07935-RFL (“the Action”)**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS HAVING BEEN EMPLOYED BY
NORTH WIND SERVICES, LLC, AS A NON-EXEMPT HOURLY EMPLOYEE WHO PERFORMED SERVICES FOR
LAWRENCE LIVERMORE NATIONAL SECURITY, LLC IN CALIFORNIA, AT ANY TIME BETWEEN FEBRUARY 28, 2021,
THROUGH SEPTEMBER 15, 2026.**

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

**A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. PLEASE DO NOT
TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

You may be eligible to receive money from the Action filed against North Wind Services, LLC (“Defendant”) for alleged violations of California’s wage and hour laws. The Action was filed by Alex Smith (“Plaintiff”), a former employee of Defendant who performed services for Lawrence Livermore National Security, LLC (“LLNS”), and seeks payment of (1) unpaid wages, unreimbursed expenses, statutory damages and penalties, interest and attorneys’ fees on behalf of all current and former non-exempt employees who worked for Defendant in California during the Class Period (February 28, 2021, through September 15, 2026 (the “Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt hourly-paid employees who worked for Defendant in California during the PAGA Period (April 27, 2024, through September 15, 2026 (the “Aggrieved Employees”).

This notice summarizes the proposed Settlement. For the precise terms of the Settlement, please see the settlement agreement available at www.apexclassaction.com/northwindservices, by contacting the settlement administrator via telephone at 1-800-355-0700 or via email at support@apexclassaction.com, by contacting class counsel at the address contained in Section 10 of this Notice, by accessing the Court docket in this case, through the Court’s Public Access to Court Electronic Records (PACER) system as described in Section 10 of this Notice, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

The proposed Settlement has two main parts: (1) a Class Settlement, resulting in Individual Class Payments to Participating Class Members (those who do not exclude themselves from the settlement), and (2) a PAGA Payment, resulting in Individual PAGA Payments to Aggrieved Employees and a payment to the California Labor and Workforce Development Agency (“LWDA”).

«Full_Name» - «Apex_ID»

Two Parts	Workweeks Worked During Class Period (Class Member) and PAGA Period (PAGA Group Member)	Your Estimated Share¹
Class Member	«Class_Workweeks» (During Class Period)	\$«Est_Class_PMT» Estimated (Individual Class Payment)
Aggrieved Employee	«PAGA_Pay_Periods» (During PAGA Period)	\$«Est_PAGA_PMT» Estimated (Individual PAGA Payment)

¹ The *estimated* amount allocated to you may be subject to change due such factors as the total number of Participating Settlement Class Members and the total number of PAGA Group Members.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. If you do nothing, you will be considered a Class Member and will be part of the Settlement. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for your payment, you will release the Released Class Claims as detailed in Section 4 below.
Exclude Yourself The Response Deadline is December 15, 2026	To exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator. If you request exclusion, you will not receive an Individual Class Payment and you will not be bound by the Settlement; however, if you were employed during the PAGA Period, you will still be paid your individual PAGA Payment and will release the Released PAGA Claims regardless of whether you request to be excluded from the Settlement. If you choose to exclude yourself from the Class settlement, you must notify the Settlement Administrator as set forth in Section 7 below.
Object to the Settlement The Response Deadline is December 15, 2026	Write to the Court about why you object to or do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.
Dispute the Number of Workweeks The Response Deadline is December 15, 2026	If you believe the number of workweeks that you worked for Defendant during the Class and PAGA Periods as shown in the chart on the first page of this notice is incorrect, you must notify the Settlement Administrator by submitting a written and signed notice of dispute via mail or email challenging the information along with supporting documents, to the Settlement Administrator's address/email address provided in this Notice no later than December 15, 2026 ("Response Deadline"). Explain why you dispute the number of workweeks and please provide any documents supporting the basis for your dispute.

1. Why did I get this Notice?

A proposed class action settlement of the above-captioned action (the "Settlement") is pending in the United States District Court, Northern District of California (the "Court") between Plaintiff and Defendant, and has been granted preliminary approval by the Court. You have been identified as a Class Member and/or an Aggrieved Employee who may be entitled to receive money from this Settlement.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines (specified above). Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class and representative action lawsuit about?

On February 28, 2025, Plaintiff submitted a notice to the LWDA under PAGA alleging several wage and hour claims against Defendant with respect to its employees who performed services for LLNS, including its failure to: (1) pay minimum wages for all hours worked; (2) pay overtime wages (based on theories including but not limited to off-the-clock work and failure to pay overtime pay at the regular rate of pay); (3) provide meal periods or pay meal period premiums at the regular rate of pay in lieu of receiving a compliant meal period; (4) provide rest periods or pay rest period premiums at the regular rate of pay in lieu of receiving a compliant meal period; (5) timely pay wages during employment; (6) pay all wages owing at the end of employment; (7) provide accurate wage statements; (8) maintain accurate time and payroll records; and (9) unreimbursed business expenses ("PAGA Claims"). Plaintiff seeks civil penalties under PAGA based on these claims.

On February 28, 2025, Plaintiff filed a class action complaint against Defendant on behalf of its employees who performed work for LLNS in California, in the Superior Court of California, County of Alameda, Case No. 25CV113686, which was later removed to U.S. District Court for the Northern District of California, Case No. 3:25-cv-03793-RFL (the "Class Action"), which alleged the PAGA Claims, plus a claim for unlawful business practices under California Business and Professions Code section 17200-17210 (collectively, the "Class Claims").

On July 1, 2025, Plaintiff filed a separate action against Defendant under PAGA in the Superior Court of California, County of Alameda, Case No. 25CV129288, which was later removed to U.S. District Court and consolidated with the Class Action on December 8, 2025.

Defendant denies and disputes all claims pending in the Action. Specifically, Defendant contends Plaintiff and all non-exempt, hourly employees of NWS who performed services for LLNS in California during the Class and PAGA Periods were (1) properly compensated for all time spent working and were paid all wages at the proper rates of pay, including minimum and overtime wages, under California law; (2) provided meal periods and rest periods and/or premiums in compliance with California law; (3) issued accurate wage statements; and (4) reimbursed for all expenses as required by California law. As a result, Defendant is not liable for any damages or penalties claimed or that could be claimed based on the facts alleged in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on September 15, 2026. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative and the Sentinel Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay the gross settlement amount ("GSA") of \$1,350,000.00 (the "Gross Settlement Amount") to fund the settlement of this Action. The GSA includes all payments to Participating Class Members, the costs of the Settlement Administrator, Class Counsel's reasonable attorneys' fees, expenses, and costs, Plaintiff's Service Award, and payment to the LWDA for civil

penalties collected pursuant to PAGA (“PAGA Payment”). Defendant will separately pay the costs of the employer-side taxes due on the wage portion of the settlement paid to Participating Class Members.

Within 15 calendar days of the Effective Date of the Settlement, Defendant will fund the GSA by depositing the money with the Settlement Administrator. The “Effective Date” is the later of the following: (i) if there are no objections to the Settlement, then the sixty-first (61st) day after service of notice of entry of the Judgment entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described in the Settlement.

Amounts to be Paid from the GSA. The following proposed payments, subject to Court approval, will be deducted from the GSA before payments are made to Class Members who do not request exclusion:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$15,000.00 for expenses, including expenses of notifying Class Members and Aggrieved Employees of the Settlement, processing exclusion requests and objections, issuing checks for individual Settlement Payments, transmitting the PAGA Payment, and tax forms, and handling inquiries and uncashed checks.
- Class Counsel’s Reasonable Attorneys’ Fees, Expenses, and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the GSA, which is expected to be \$450,000.00 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members/Aggrieved Employees on a contingency fee basis and has been paying all litigation costs and expenses on its own. The amounts stated are what Class Counsel will request, and the final amounts paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Service Award. A Service Award to Plaintiff in an amount not to exceed \$10,000.00, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will request and the final amount paid will be decided by the Court at the Final Approval Hearing.
- PAGA Payment. A payment of \$270,000.00 relating to the claim for penalties under the PAGA, \$175,500.00 of which will be paid to the LWDA (“LWDA Payment”). The remaining \$94,500.00 will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. Aggrieved Employees will receive an individual PAGA Payment, regardless of whether they request to exclude themselves from the Class portion of the settlement and will be subject to the PAGA Release.

Calculation of Payments to Class Members. After the amounts listed above are deducted from the GSA, the remaining portion, called the “Net Settlement Amount” (or “NSA”), shall be distributed as individual Class Settlement Payments to Class Members who do not exclude themselves from the settlement. The Net Settlement Amount is estimated to be \$575,000.00.

The NSA will be divided by the total number of Qualifying Workweeks worked by all Participating Class Members during the Class Period to determine the base dollar amount per Qualifying Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the base dollar amount.

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

Tax Matters. For tax purposes, the Individual Class Settlement Payments shall be allocated as follows: 20% to wages and 80% to expenses, penalties and interest. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Class Member/Aggrieved Employee are unique to him/her, and you may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

4. What Do I Release Under the Settlement?

Released Class Claims by Participating Class Members: Upon the entry of final judgment and Defendant funding the GSA and for the entirety of the Class Period, all Participating Class Members release the Released Parties (defined) below, from all claims under federal, state or local law, that were asserted or could have been asserted based on the facts, claims, and theories expressly pleaded in the Class Action Complaint; the facts, claims or theories expressly raised in Plaintiff’s PAGA Complaint or notice to the LWDA dated July 1, 2025, regarding Defendant; and/or any facts, claims or theories arising under any applicable IWC Wage Orders, including claims for: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages (based on theories including but not limited to off-the-clock work and failure to pay overtime pay at the regular rate of pay), (3) failure to provide meal periods or pay meal period premiums at the regular rate of pay in lieu of receiving a compliant meal period, (4) failure to provide rest periods or pay rest period premiums at the regular rate of pay in lieu of receiving a compliant meal period, (5) failure to timely pay wages during employment, (6) failure to pay all wages owing at the end of employment, (7) failure to provide accurate wage statements, (8) failure to maintain accurate time and payroll records, (9) unreimbursed business expenses, (10) violations of the Unfair Competition Law, Calif. Bus. & Prof. Code sections 17200-17210 (“UCL”), (11) claims for interest, reasonable attorneys’ fees and costs under Calif. Labor Code sections 218.5, 218.6 and 1194, and California Code of Civil Procedure section 1021.5 and (12) claims for statutory or civil penalties under Calif. Labor Code sections 210, 226.3, 558, 1174.5, 1197.1. (“Released Class Claims”). Defendant, together with its current and former owners, members, officers, directors, managers, employees and agents, as well as any parent companies, affiliates companies, predecessors, clients (specifically, Lawrence Livermore National Services, LLC), and successors, and each of their current and former owners, members, officers, directors, managers, employees and agents are collectively the “Released Parties”.

If you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any other Released Party about any of the Released Class Claims resolved by the Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims by the State of California and Aggrieved Employees: Upon entry of final judgment and Defendant funding the GSA, for the entirety of the PAGA Period, Plaintiff, on behalf of himself and as an agent and proxy on behalf of the LWDA, and the Aggrieved Employees, shall release the Released Parties from any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted based upon the facts, claims and theories expressly pleaded in the PAGA Action Complaint, and/or any facts, claims, or theories set forth in the PAGA Notice against Defendant dated February 28, 2025, including but not limited to, claims for civil penalties for alleged Labor Code violations under the PAGA, including the alleged (1) failure to pay minimum wages for all hours worked, (2) failure to pay overtime wages (based on theories including but not limited to off-the-clock work and failure to pay overtime pay at the regular rate of pay), (3) failure to provide meal periods or pay meal period premiums at the regular rate of pay in lieu of receiving a compliant meal period, (4) failure to provide rest periods or pay rest period premiums at the regular rate of pay in lieu of receiving a compliant meal period, (5) failure to timely pay wages during employment, (6) failure to pay all wages owing at the end of employment, (7) failure to provide accurate wage statements, (8) failure to maintain accurate time and payroll records, (9) unreimbursed business expenses, (10) claims for interest, reasonable attorneys' fees and costs under PAGA, and (11) claims for civil penalties under Calif. Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 ("Released PAGA Claims"). All Aggrieved Employees will receive a portion of the settlement designated as the Aggrieved Employees' portion of the PAGA Penalty, regardless of if such Aggrieved Employees exclude themselves or opt-out of the Settlement Class. The Parties agree that the Court's approval of the Settlement, inclusive of the settlement and release by Plaintiff, the LWDA and the Aggrieved Employees pertaining to the PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest extent of the law ("Released PAGA Claims").

5. How much will my payment be?

See Chart on page 1 of this Notice showing your estimated share of the Settlement.

If you wish to challenge the information regarding your workweeks set forth above, then you must submit a written and signed notice of dispute via mail or email challenging the information along with supporting documents, to the Settlement Administrator at the address/email address provided in this Notice no later than December 15, 2026 ("Response Deadline").

6. How do I receive my settlement payment?

To receive money from the Settlement, you do not have to do anything. Following final approval by the Court and the Effective Date of the Settlement, a check for your individual Class and PAGA payments will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: 1-800-355-0700.

The Court will hold a Final Approval Hearing on February 2, 2027 at 10:00 a.m. to decide whether to approve the Settlement and the amounts requested to be paid as attorneys' fees and costs to Class Counsel, the Service Award to Plaintiff, the costs for Settlement Administrator, and the PAGA Payment. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately 90 days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may request exclusion from the Settlement or "opt out." ***If you opt out, you will not receive an Individual Class Settlement Payment from the Settlement, and you will retain the right to sue Defendant for the Released Class Claims.*** However, you will still be paid your individual PAGA payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Settlement.

To opt out, you must either email or mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline, which is December 15, 2026. Requests sent via email may be signed electronically. The request to opt-out: (i) must be made in writing; (ii) must contain the name and sufficient information to verify the individual's identity; (iii) must be signed by the Class Member who is electing to be excluded; and (iv) must be mailed to the Settlement Administrator on or before the end of the Notice Period. Please include the name and number of the case, which is *Alex Smith v. North Wind Services, LLC*, Case No. 3:25-cv-03793-RFL. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The mailing address for the Settlement Administrator is PO Box 54668, Irvine, CA 92619, and the email address is support@apexclassaction.com. Written requests for exclusion that are postmarked/emailed after December 15, 2026 or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing, however the requirement to submit an objection in writing may be excused upon a showing of good cause. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. The Objection should state whether the Settlement Class Member intends to appear at the final approval hearing and present oral argument. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, *Alex Smith v. North Wind Services, LLC*, Case No. 3:25-cv-03793-RFL (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court

for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102, and (c) be filed or postmarked on or before December 15, 2026.

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on February 2, 2027 at the U.S. District Court for the Northern District of California, located at 450 Golden Gate Avenue, Courtroom 4 (17th Floor), San Francisco, California, 94102 before Judge Rita F. Lin. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys’ fees and costs to Class Counsel, the Service Award to Plaintiff, the settlement administration costs, and the PAGA Payment. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel, visiting the settlement website or checking the Court’s PACER site to confirm that the date has not been changed (see instructions below in Section 10 for details on how to obtain further information).

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. You may appear at the Final Approval Hearing either via Zoom or in person in Courtroom 4 on the 17th floor of the San Francisco Courthouse located at 450 Golden Gate Avenue, San Francisco, California, 94102.

The Zoom link may be accessed at <https://www.cand.uscourts.gov/judges/lin-rita-f-rfl/>.

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



You may call the Settlement Administrator at 1-800-355-0700, visit the Settlement Administrator’s website for this case at www.apexclassaction.com/northwindservices (which contains key deadlines and has links to the notice, preliminary approval order, motions for preliminary and final approval and for attorneys’ fees, and any other important documents in the case), write to *Alex Smith v. North Wind Services*, Settlement Administrator, c/o PO Box 54668, Irvine, CA 92619; or contact Class Counsel.

You can also access the case docket via PACER or in person at any of the court’s locations, including the Clerk’s Office for the Northern District of California, Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102. To access a PACER docket, first register for a free account via the PACER Register for an Account page at <https://pacer.uscourts.gov/register-account>. Once registered, log into the PACER Case Locator and enter the name and/or case number, *Alex Smith v. North Wind Services, LLC*, Case No. 3:25-cv-03793-RFL, to view the docket and associated documents.

The addresses for Parties’ counsel are as follows:

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This Class Notice summarizes the proposed settlement. You may also get more details by examining the Court’s file on the Internet via the public webpage for the U.S. Northern District at <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CANDC>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.