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ATTORNEY FOR *(name)*: Plaintiff SALVADOR PALACIOS SR. and SALVADOR PALACIOS JR.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 1221 Oak Street
MAILING ADDRESS: 1221 Oak Street
CITY AND ZIP CODE: Oakland, CA 94612
BRANCH NAME: Rene C. Davidson Courthouse

PLAINTIFF/PETITIONER: SALVADOR PALACIOS SR. and SALVADOR PALACIOS JR.
DEFENDANT/RESPONDENT: CAGWIN & DORWARD, INC.

FOR COURT USE ONLY

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 23CV046932

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 15, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 27, 2026

Annabel Blanchard
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Annabel Blanchard
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

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FILED
Superior Court of California
County of Alameda
10/15/2026
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Attorneys for Plaintiffs SALVADOR PALACIOS SR. and SALVADOR PALACIOS JR.

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)

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

Judge: The Honorable Somnath Raj Chatterjee
Dept.: 21

Date:	October 6, 2026
Time:	2:30 p.m.
Dept.:	21
Reservation I.D.:	**233697545249**

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

Electronically Received 09/29/2026 04:09 PM

PRELIMINARY APPROVAL ORDER

Plaintiffs Salvador Palacios, Sr., and Salvador Palacios, Jr. ("Plaintiffs" or "Representative Plaintiffs"), individually and on behalf of other similarly situated employees, have moved the Court, requesting that the Court grant preliminary approval to the parties' class action and PAGA settlement in the above-referenced actions, as set forth in the parties' First Amended Stipulation of Settlement and Release (the "Settlement Agreement" or "Settlement"), which is attached as "Exhibit 3" to the Supplemental Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on September 29, 2026.

The Court has considered the parties' Settlement Agreement, along with the motion for preliminary approval and the memorandum of points and authorities and other documents filed in support thereof, and finds good cause for entering this Order preliminarily approving the parties' Settlement. **NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement unless otherwise specifically stated.

2. The Court provisionally, conditionally, and preliminarily certifies and approves, for settlement purposes only, the following Class: "all persons who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period (*i.e.* from and including March 31, 2021 through December 31, 2025) and are not subject to an arbitration agreement in connection with their employment with Defendant." It shall be an opt-out class.

3. For purposes of the Settlement, the Court appoints and designates the law firm of Blackstone Law, APC as Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize the Settlement Agreement and its terms in accordance with the Settlement. Any Class Member may enter an appearance on his or her own behalf, or through his or her own counsel at such Class Member's own expense. Any Class Member who does not

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

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

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

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

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

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

9. The Court hereby approves, as to form and content, the Class Notices, attached as Exhibits A and B to the Settlement Agreement (also attached to this Order as Exhibits A and B

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

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

11. Any Class Member who does not exclude himself or herself from the Settlement may object to the Settlement as provided herein and appear at the Final Approval Hearing to show cause why the proposed Settlement or its terms should not be approved. Unless otherwise ordered or permitted by the Court, objections must be timely submitted and in conformance with the procedures for objections set forth in the Settlement Agreement. A Class Member who submits a valid objection to the Settlement or as otherwise permitted by the Court may enter an appearance on his or her own behalf, or through his/her own attorney but no appearance is required for a written objection to be considered by the Court. If the Court approves the Settlement, over a Class Member's objection, the Class Member will be bound by the Settlement in all respects. A Class Member who does not make his or her objection as provided for herein shall, unless otherwise specifically ordered by the Court, be deemed to have waived such objection and shall be foreclosed from making any objection, including, without limitation, concerning the Settlement and releases of claims provided for therein, the distribution of the Gross Settlement Sum, Settlement

Administrator fees, the PAGA claim settlement, attorneys' fees and costs awarded to Class Counsel, and the Service Awards to the Representative Plaintiffs.

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

13. **A Settlement Fairness / Final Approval Hearing (the "Final Approval Hearing") shall be held on:** 3/23/27, at _____ a.m./p.m. before the Honorable Somnath Raj Chatterjee in Department 21 of the Alameda County Superior Court. The purpose of such hearing will be to determine all necessary matters concerning the Settlement, including, without limitation: (a) determining whether the proposed Settlement should be finally approved by the Court as fair, reasonable, and adequate, including the PAGA settlement; (b) determining approval of the Settlement Administrator's administration fees; (c) determining approval of Class Counsel's request for attorneys' fees and reasonable litigation costs; and (d) determining approval of the Service Awards requested for the Representative Plaintiffs. All papers in support of granting final approval to the Settlement and any application for Settlement Administrator fees, attorneys' fees and costs, and Representative Plaintiffs' service awards, shall be filed no later than sixteen court days before the Final Approval Hearing.

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

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

IT IS SO ORDERED

Dated: 10/15/2026

The Honorable Somnath Raj Chatterjee
Judge of the Superior Court
S. Raj Chatterjee / Judge

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?

Attorneys for Plaintiffs & the Class	Attorneys for Defendant Cagwin & Dorward, LLC
Blackstone Law, APC Barbara DuVan-Clarke *bdc@blackstonepc.com* Annabel Blanchard *ablanchard@blackstonepc.com* 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278	**LightGabler LLP** Brian R. Weilbacher *bweilbacher@lightgablerlaw.com* Benjamin F. Fraser *bfraser@lightgablerlaw.com* 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 **_____, 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 _____ 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 _____**, 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 _____, **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.

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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?

Attorneys for Plaintiffs & the Class	Attorneys for Defendant Cagwin & Dorward, LLC
Blackstone Law, APC Barbara DuVan-Clarke *bdc@blackstonepc.com* Annabel Blanchard *ablanchard@blackstonepc.com* 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278	**LightGabler LLP** Brian R. Weilbacher *bweilbacher@lightgablerlaw.com* Benjamin F. Fraser *bfraser@lightgablerlaw.com* 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. 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 **_____, 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 **_____** 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 **_____, 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 _____, **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, the State of California, and the Labor & Workforce Development Agency, by and through Representative Plaintiffs , 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 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.

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.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 27, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Jonathan Fraser Light (State Bar #101049)
Brian R. Weilbacher (State Bar #211472)
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Attorneys for Defendant
CAGWIN & DORWARD, LLC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *bfunez@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 27,, 2026 at Beverly Hills, California.

/s/ Bany Funez

Bany Funez