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FILED
Superior Court of California
County of Los Angeles
11/20/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT DIVISION

MELLISSA MARIE DELGADO and TERRANCE FLETCHER, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

LAKIN TIRE WEST, LLC; LAKIN TIRE WEST, INC.; ELS OF FLORIDA, INC. (DBA LABOR FINDERS); LF STAFFING SERVICES, INC. (DBA LABOR FINDERS); and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV14080

JOINT STIPULATION TO CONTINUE HEARING ON MOTION FOR FINAL APPROVAL; [~~PROPOSED~~] ORDER

[Assigned for all purposes to The Honorable Samantha Jessner, Dept. 7]

DATE: December 16, 2026
TIME: 10:00 a.m.
DEPT: 7

Action Filed: 6/6/2024
Trial Date: Not Set

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Attorneys for Defendants ELS OF FLORIDA, INC. (DBA LABOR FINDERS) and LF STAFFING SERVICES, INC. dba LABOR FINDERS

Plaintiffs Mellissa Marie Delgado and Terrance Fletcher ("Plaintiffs"); Defendants Lakin Tire West, LLC and Lakin Tire West, Inc. ("Defendant Lakin Tire"); and Defendants ELS of Florida, Inc. (dba Labor Finders) and LF Staffing Services, Inc. (dba Labor Finders) ("Defendant Labor Finders") (all of the foregoing, collectively, the "Parties") hereby submit this Joint Stipulation as follows:

WHEREAS, on March 23, 2026, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking preliminary approval of the Class Action and PAGA Settlement Agreement (the "Original Agreement") entered into between the Parties;

WHEREAS, on July 21, 2026, the Court issued a Tentative Ruling ("July 21, 2026 Tentative Ruling") in which it raised points of inquiry with regards to the Motion for Preliminary Approval and the Original Agreement;

WHEREAS, on July 24, 2026, to address the Court concerns in the July 21, 2026 Tentative Ruling, the Parties entered into a First Amended Class Action and PAGA Settlement Agreement (the "First Amended Settlement Agreement");

WHEREAS, on July 28, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement;

WHEREAS, Section 1.6 of the First Amended Settlement Agreement defines "Class Data" as "identifying information concerning Class Members and PAGA Members in Defendants' possession and reasonably necessary for administration, including full names, last-known mailing addresses, Social Security numbers, and the number of Workweeks in the Class Settlement Period and the number of PAGA Pay Periods in the PAGA Settlement Period";

WHEREAS, on September 25, 2026, Defendant Lakin Tire represented to the Parties that it made reasonable efforts to collect Class Data within its possession, custody, and control, including producing time data, names, and any other available identifying information for workers employed through temporary staffing agencies, and affirmatively reached out to the relevant businesses and temporary staffing agencies to request the underlying information;

///

WHEREAS, despite Defendant Lakin Tire's best efforts, the Parties have been unable to obtain contact information for approximately 247 temporary staffing agency employees (who were employed by staffing agencies other than Labor Finders), who account for approximately 1,095 Workweeks during the Class Settlement Period, due to circumstances outside of Defendant Lakin Tire's control, including certain businesses not responding to Defendant Lakin Tire's requests;

WHEREAS, the Parties agree that Defendant Lakin Tire has satisfied its obligations to obtain Class Data as defined by Section 1.6 of the First Amended Settlement Agreement by collecting the information in its possession, custody, and control, and by making best and reasonable efforts to seek relevant data from the temporary staffing agencies themselves;

WHEREAS, the Parties agree that because certain Class Data could not be retrieved due to factors outside of Defendant Lakin Tire's control, the Parties have agreed to exclude the 247 temporary staffing agency employees (from staffing agencies other than Labor Finders) from the Class;

WHEREAS, the Parties acknowledge that, in connection with the modifications set forth in this Stipulation, the Parties have executed a Second Amended Class Action and PAGA Settlement Agreement ("Second Amended Settlement Agreement") that incorporates the revised definition of the Class as well as updates Plaintiff Fletcher's legal name change. A true and correct copy of the fully executed Second Amended Settlement Agreement is attached hereto as **Exhibit 1**. A redline version showing how the terms have changed from the First Amended Settlement Agreement is attached hereto as **Exhibit 2**. Additionally, the Parties have revised the Notice of Proposed Class and PAGA Action Settlement ("Class Notice"), which is attached as Exhibit A to the Second Amended Settlement Agreement. A redline version showing how the Class Notice has been revised is attached hereto as **Exhibit 3**;

NOW, THEREFORE, to ensure the Parties time to provide proper notice to the Class Members, the Parties respectfully request that the Court approve of the Second Amended Settlement Agreement and Class Notice, for the Court to continue the deadline for the Administrator to mail the Class Notice, and for the Court to continue the final approval hearing date that is currently scheduled for December 16, 2026 to May 2027 or as soon thereafter as the Court is available.

Dated: November 18, 2026

LAVI & EBRAHIMIAN, LLP

By: /s/ Malcolm E. Clayton
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Malcolm E. Clayton, Esq.

Attorneys for Plaintiff Melissa Marie Delgado

Dated: November 18, 2026

BLACKSTONE LAW, APC

By: /s/ James S. Winn Jr.
Alexandra Rose, Esq.
James S. Winn Jr., Esq.
Attorneys for Plaintiff Terrance Fletcher

Dated: November 18, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: /s/ Courtney S. Patton
Michael J. Nader
Paul M. Smith
Courtney S. Patton
Attorneys for Defendants Lakin Tire West, LLC and Lakin Tire West, Inc.

Dated: November 18, 2026

GORDON REES SCULLY MANSUKHANI, LLP

By: /s/ Seth A. Weisburst
Mollie Burks
Seth A. Weisburst
Attorneys for Defendants ELS of Florida, Inc. (dba Labor Finders) and LF Staffing Services, Inc. dba Labor Finders

~~[PROPOSED~~] ORDER

The Court, having reviewed the Parties' Joint Stipulation to Continue Hearing on Motion for Final Approval ("Joint Stipulation") and FOR GOOD CAUSE appearing, hereby GRANTS the Parties' request and ORDERS the following:

1. The Court preliminarily approves the Second Amended Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the Joint Stipulation;
2. The deadline for the Administrator to mail the Class Notice is continued to ten (10) business days after entry of this Order; and
3. The hearing on the Motion for Final Approval is continued from December 16, 2026 at 10:00 a.m. to May 5, 2027 at 10:00 a.m.

IT IS SO ORDERED.

Dated: 11/20/2026

Samantha Jessner/Judge
Honorable Samantha Jessner

EXHIBIT 1

SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (**Agreement**) is made by and between plaintiffs Tuvyah Reuben Isreal (formerly known as Terrance Fletcher) (referred to herein as "Plaintiff Fletcher" or "Fletcher") and Mellissa Marie Delgado (together, **Plaintiffs**) and defendants Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders) (together, **Defendants**). Plaintiffs and Defendants are collectively the Parties and individually a Party.

1. Definitions

1.1. Action means the Consolidated Amended Complaint that was filed on December 29, 2025 and includes all causes of action, claims, and allegations set forth in all of the following:

1.1.1. Mellissa Marie Delgado v. Lakin Tire West, LLC, Los Angeles Superior Court, Case No. 24STCV14080 (**Delgado Class Complaint**).

1.1.2. Terrance Fletcher v. Lakin Tire West, LLC, et al., Alameda County Superior Court, Case No. 24CV058197 (**Fletcher PAGA Complaint**).

1.1.3. Mellissa Marie Delgado v. Lakin Tire West, LLC, Los Angeles Superior Court, Case No. 24STCV20425 (**Delgado PAGA Complaint**).

1.1.4. The LWDA letters dated October 30, 2023 (**Fletcher LWDA Letter 1**); November 22, 2023 (**Fletcher LWDA Letter 2**); and June 6, 2024 (**Delgado LWDA Letter**).

1.2. Administration Expenses Payment means the amount payable from the Maximum Settlement Amount (MSA) to reimburse the Administrator's reasonable fees and expenses, not to exceed an amount approved by the Court.

1.3. Administrator means Apex Class Action LLC, the neutral third-party settlement administrator jointly selected by the Parties and appointed by the Court to administer the Settlement (Settlement Administrator).

1.4. Class Counsel means Plaintiffs' counsel of record in the Actions.

1.5. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment mean the amounts approved by the Court for attorneys' fees and litigation costs/expenses, respectively, payable to Class Counsel from the MSA.

1.6. Class Data means identifying information concerning Class Members and PAGA Members in Defendants' possession and reasonably necessary for administration, including full names, last-known mailing addresses, Social Security numbers, and the number of Workweeks in the Class Settlement Period and the number of PAGA Pay Periods in the PAGA Settlement Period.

1.7. Class Member Address Search means the Administrator's reasonable efforts to locate current mailing addresses for Class Members and PAGA Members, including use of the National Change of Address database and skip tracing.

1.8. Class Members means all current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the Class Settlement Period, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the Class Settlement Period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and LF Staffing Services, Inc. (dba Labor Finders), but excluding the Excluded Temporary Staffing Agency Employees.

1.9. Class Notice means the Court-approved Notice of Proposed Class and PAGA Action Settlement substantially in the form attached as **Exhibit A**.

1.10. Class Representative(s) means each named Plaintiff seeking approval to serve as a class representative.

1.11. Class Representative Service Payments means service awards to Plaintiffs for their service to the Class and PAGA Members, as approved by the Court.

1.12. Class Settlement Period means June 6, 2020 through August 23, 2025.

1.13. Consolidated Amended Complaint means the consolidated amended complaint filed by Plaintiffs in the Delgado Class Complaint on December 29, 2025 that includes all class and PAGA claims alleged in the Actions (except for the class claims alleged by Fletcher which were dismissed), and which shall serve as the operative complaint for settlement approval in the Court.

1.14. Court means the Superior Court of California, County of Los Angeles, Central District, which will preside over approval of the Settlement, including the PAGA settlement.

1.15. Defendants collectively means Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders).

1.16. Defendants' Counsel means counsel of record for Defendants in the Actions.

1.17. Effective Date means the date when (a) the Court enters Judgment after granting final approval of the Settlement; and (b) the Judgment becomes final. The Judgment becomes final on the latest of: (i) if there are no objections, the date the Judgment is entered; (ii) if there are objections, the day after the deadline for filing a notice of appeal has passed without appeal; or (iii) if an appeal is filed, the day after the appellate court affirms and issues remittitur.

1.18. Excluded Temporary Staffing Agency Employees means the 247 temporary staffing agency employees, employed by staffing agencies other than Labor Finders, for whom Defendants were unable to obtain sufficient information necessary to administer the Settlement.

1.19. Final Approval Order means the Court's order granting final approval of the Settlement.

1.20. Final Approval Hearing means the hearing at which the Court considers whether to grant final approval of the Settlement and related applications.

1.21. Judgment means the judgment entered by the Court upon the Final Approval Order.

1.22. Individual Class Payment means the pro rata payment to each Participating Class Member from the NSA based on their number of Workweeks worked during the Class Settlement Period.

1.23. Individual PAGA Payment means the pro rata payment to each PAGA Member from 25% of the total PAGA Penalties based on their number of PAGA Pay Periods worked during the PAGA Settlement Period.

1.24. Labor Finders means Defendants ELS of Florida, Inc. and LF Staffing Services, Inc. (dba Labor Finders).

1.25. Lakin Defendants means Defendants Lakin Tire West, LLC and Lakin Tire West, Inc.

1.26. LWDA means the California Labor and Workforce Development Agency.

1.27. LWDA Letters means the LWDA letters dated October 30, 2023 (Fletcher LWDA Letter 1); November 22, 2023 (Fletcher LWDA Letter 2); and June 6, 2024 (Delgado LWDA Letter).

1.28. LWDA PAGA Payment means 75% of the PAGA Penalties to be paid to the LWDA pursuant to Labor Code section 2699(i).

1.29. Maximum Settlement Amount or MSA means $1,500,000. This non-reversionary amount is the total amount Defendants agree to pay to resolve the Actions, inclusive of all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment, subject to the Escalator set forth in Section 3.1.3. Payment of the employers' share of payroll taxes on the wage portion of Individual Class Payments shall be made by Defendants separate and apart from and in addition to the MSA.

1.30. Net Settlement Amount or NSA means the MSA less the following amounts approved by the Court: LWDA PAGA Payment, Individual PAGA Payments (25% of PAGA Penalties), Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The NSA shall be distributed to Participating Class Members as Individual Class Payments.

1.31. Non-Participating Class Member means any Class Member who timely and validly opts out of the Class Settlement.

1.32. PAGA means the California Private Attorneys General Act, Labor Code section 2698 et seq.

1.33. PAGA Members means all current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the PAGA Settlement Period, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in

California at any time during the PAGA Settlement Period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders), but excluding the Excluded Temporary Staffing Agency Employees.

1.34. PAGA Pay Period means any pay period during which a PAGA Member worked for any amount of time for the Lakin Defendants during the PAGA Settlement Period as shown by the Lakin Defendants' timekeeping data.

1.35. PAGA Penalties means $75,000 from the MSA, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments, unless the Court approves a lesser amount, in which case the remainder shall be added to the NSA.

1.36. PAGA Settlement Period means October 30, 2022 through August 23, 2025.

1.37. Participating Class Member means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38. Released Class Claims means all claims and/or causes of action under any state, local, or federal law or administrative regulation by the Participating Class Members against the Released Parties that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, as further detailed in Section 5.2.

1.39. Released PAGA Claims means all claims for civil penalties under PAGA by PAGA Members against the Released Parties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, as further detailed in Section 5.3. Released PAGA Claims do not include any PAGA Member's individual, non-PAGA wage-and-hour claims or causes of action, except to the extent the PAGA Member is also a Participating Class Member who releases the Released Class Claims under Section 5.2.

1.40. Released Parties means Defendants and their past, present, and/or future, direct and/or indirect, owners, officers, directors, members, managers,



employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

1.41. Request for Exclusion means a signed written request by a Class Member to be excluded from the Class Settlement.

1.42. Response Deadline means 45 days after the Administrator mails the Class Notice, extended by 14 days for any Class Member for whom the Class Notice is re-mailed.

1.43. Settlement means the resolution of the Actions pursuant to this Agreement and the Judgment.

1.44. Wage Portion is the 20% of each Individual Class Payment that shall be allocated to wages and subject to applicable employee-side withholdings and reported on IRS Form W-2.

1.45. Workweek means any workweek in which a Class Member worked for any amount of time for the Lakin Defendants during the Class Settlement Period, as shown by the Lakin Defendants' timekeeping data.

2. Recitals

2.1. Plaintiffs filed the Actions and LWDA letters identified in Sections 1.1 and 1.26 asserting class and PAGA claims regarding alleged wage-and-hour violations against the Lakin Defendants (and, for PAGA purposes, also against Labor Finders as noted in the Fletcher LWDA Letter 2). The Lakin Defendants and Labor Finders deny all allegations and any liability. On September 16, 2024, the Alameda Superior Court dismissed without prejudice the class claims alleged in the Fletcher Class Complaint and compelled Fletcher's individual claims to arbitration.

2.2. On March 20, 2025 and July 24, 2025, the Parties participated in two consolidated mediations with Hon. Carl West (Ret.) and reached a global settlement of the Actions.

2.3. The Parties agree to seek Court approval of the Settlement as fair, reasonable, and adequate under applicable law, including Labor Code section 2699(l), and agree to cooperate in good faith to implement it. The Parties also agree that Plaintiffs will file a Consolidated Amended Complaint to serve as the operative pleading for settlement approval. Solely for purposes of this Settlement, the Parties stipulate and agree to certification of the Class for settlement purposes only.

2.4. The Parties recognize that litigation would be time-consuming, expensive, and risky for all sides; this Agreement represents a compromise of disputed claims and does not constitute an admission of liability by Defendants or a concession by Plaintiffs.

3. Monetary Terms

3.1. Maximum Settlement Amount; Non-Reversionary; Payroll Taxes; Funding.

3.1.1. Defendants agree to pay a non-reversionary Maximum Settlement Amount (MSA) of $1,500,000 to fully resolve the Actions, subject to Court approval. The Lakin Defendants shall pay $1,480,000 and Labor Finders shall pay $20,000 toward the MSA.

3.1.2. Defendants shall, separate and apart from and in addition to the MSA, pay the employers' share of payroll taxes on the Wage Portions of Individual Class Payments.

3.1.3. Escalator. At the July 24, 2025, mediation, the Lakin Defendants extrapolated the total number of Workweeks in the Class for the period from June 6, 2020 to July 24, 2025 as 67,750. If it is determined by the Administrator that the total number of Workweeks during the Class Settlement Period (including those that occurred after July 24, 2025) is more than ten percent (10%) above 67,750 (meaning more than 74,525 Workweeks), Defendant Lakin will increase the MSA by $22.14 for each Workweek that is more than 74,525. For example, if the actual number of Workweeks in the Class Settlement Period is 74,535, then the MSA will increase by $221.40. If Defendants dispute the Administrator's count of the Workweeks that triggers the Escalator, and that dispute remains unresolved, the Parties agree that they shall submit the dispute to the Mediator, Hon. Carl J. West.

3.2. Payments from the MSA. Subject to Court approval, the Administrator shall make the following payments from the MSA:

3.2.1. Representative Service Payments. $10,000 to Plaintiff Fletcher and $10,000 to Plaintiff Delgado (total $20,000). These amounts are in addition to any other payments the Class Representatives may receive as Participating Class Members or PAGA Members. Defendants shall not object. These payments will be reported on IRS Form 1099, and Plaintiffs are responsible for any associated taxes. In consideration of

these payments, each Plaintiff will execute a general release that includes a waiver under Civil Code section 1542 as provided in Section 5.1.

3.2.2. Class Counsel Fees and Expenses. Class Counsel may apply for up to 35% of the MSA ($525,000) as attorneys' fees, and reasonable litigation costs and expenses not to exceed $35,000.00 according to proof, subject to Court approval. Defendants agree not to object. Any Court-approved reduction will revert to the NSA. Payments shall be reported on IRS Forms 1099, and Class Counsel is responsible for all taxes related thereto.

3.2.3. Administration Expenses Payment. The Administrator shall be paid its reasonable fees and expenses in an amount approved by the Court, in an amount not to exceed $12,200.00. Any Court-approved reduction or actual savings will revert to the NSA.

3.2.4. PAGA Penalties. $75,000 shall be allocated to PAGA Penalties, 75% ($56,250) to the LWDA and 25% ($18,750) to Individual PAGA Payments for PAGA Members. If the Court approves a lower PAGA amount, the reduction shall be added to the NSA.

3.2.5. Net Settlement Amount (NSA). After the above deductions, the NSA will be distributed to Participating Class Members as Individual Class Payments.

3.3. Allocation; Withholding; Reporting.

3.3.1. Individual Class Payments. The Administrator will calculate each Individual Class Payment by dividing the NSA by the total number of Workweeks worked by all Participating Class Members during the Class Settlement Period and multiplying the result by the number of Workweeks worked by the Participating Class Member.

3.3.2. Tax Allocation for Individual Class Payments. 20% of each Individual Class Payment shall be allocated to wages (Wage Portion), subject to applicable employee-side withholdings and reported on IRS Form W-2; 80% shall be allocated to penalties and/or interest (Non-Wage Portion), reported on IRS Form 1099. Defendants shall separately pay the employers' share of payroll taxes on the Wage Portion. Participating Class Members are responsible for all employee-side taxes.

3.3.3. Individual PAGA Payments. The Administrator shall calculate each Individual PAGA Payment by dividing $18,750 by the total number of PAGA Pay Periods worked by all PAGA Members during the

PAGA Settlement Period and multiplying the result by the number of PAGA Pay Periods worked by the PAGA Member. All Individual PAGA Payments are penalties, not wages, and shall be reported on IRS Forms 1099. PAGA Members are responsible for any taxes on these payments.

3.4. No Claims-Made; No Reversion. The Settlement is not claims-made; no claim form is required. No portion of the MSA shall revert to Defendants.

4. Settlement Funding and Payments

4.1. Class Data. Within 21 days after the Court grants preliminary approval, Defendants will provide the Class Data to the Administrator in a secure, usable format. The Administrator shall maintain the data confidentially and use it only for administration of the Settlement.

4.2. Funding. Defendants shall fund the MSA and, additionally, Defendants' employer-side payroll taxes on the Wage Portions by transmitting funds to the Administrator no later than 30 days after the Effective Date (subject to any Court order to the contrary).

4.3. Disbursements. Within 14 days after funding, the Administrator shall issue and mail all payments: Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Payments to Class Counsel and Class Representatives shall not precede the mailing of Individual Class Payments and Individual PAGA Payments.

4.4. Mailing; Re-mailing; Replacement Checks; Uncashed Checks.

4.4.1. The Administrator shall mail checks via First Class U.S. Mail to the last known addresses (updated via National Change of Address). Checks shall remain valid for 180 days from mailing and shall conspicuously identify the void date.

4.4.2. For returned checks, within 7 days the Administrator shall re-mail returned checks to any forwarding address or, if none, after a skip trace to the best available address. No further attempts are required if the re-mailed check is returned.

4.4.3. Replacement checks shall be issued prior to the void date upon request. Any funds from checks remaining uncashed after 180 days shall

be paid to The Justice Gap Fund maintained by The State Bar of California as the *cy pres* recipient, consistent with Code of Civil Procedure section 384(b). The Parties, Class Counsel, and Defense Counsel have no interest or relationship with the *cy pres* recipient.

4.5. Effect of Opt-Outs. Non-Participating Class Members shall not receive Individual Class Payments; the amounts that would have been paid to them shall be reallocated *pro rata* to Participating Class Members. Non-Participating Class Members who are PAGA Members shall receive Individual PAGA Payments and shall be bound by the Released PAGA Claims as set forth in Section 5.3.

5. Releases: Effective on the date when Defendants fully fund the MSA and fund all employer payroll taxes owed on the Wage Portions, the following releases shall become effective:

5.1. Plaintiffs' General Releases; Section 1542 Waiver. In addition to the releases applicable to Participating Class Members and PAGA Members below, Plaintiffs Fletcher and Delgado, for the consideration of the Class Representative Service Payments, each grant a general release to the Released Parties of all claims, known or unknown, through the date of Plaintiffs' execution of this Agreement, to the maximum extent permitted by law, excluding only claims to enforce this Agreement and claims for vested benefits, unemployment insurance, disability benefits, social security benefits, and workers' compensation. Each Plaintiff expressly waives the provisions of Civil Code 1542, which provides:

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

Each Plaintiff, being aware of California Civil Code Section 1542, agrees to expressly waive any rights Plaintiff may have thereunder, as well as under any other statute or common law principles of similar effect.

5.2. Participating Class Members' Release of Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims

and/or causes of action that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, including, without limitation, claims based on the failure to pay wages for all hours worked at minimum wage; the failure to pay overtime wages for daily overtime worked; the failure to authorize or permit meal periods; the failure to authorize or permit rest periods; the failure to provide complete and accurate wage statements; the failure to timely pay all earned wages and final paychecks due at time of separation of employment; and unfair business practices, and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, as well as violations of the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), and the California Business and Professions Code sections 17200 *et seq*. This release does not include claims outside the Class Settlement Period or claims for vested benefits, wrongful termination, discrimination, harassment, retaliation, unemployment insurance, disability, social security, workers' compensation, or any claims to enforce this Agreement.

5.3. PAGA Release for all PAGA Members (Participating and Non-Participating). All PAGA Members (including Non-Participating Class Members), on behalf of themselves and the State of California, release the Released Parties from all claims for PAGA civil penalties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, including claims for PAGA penalties predicated on claims based on the failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; the failure to provide meal periods and pay meal period premiums; the failure to authorize and permit rest periods and pay rest period premiums; the failure to timely pay wages during employment; the failure to provide accurate itemized wage statements; the failure to maintain accurate records; the failure to reimburse necessary expenditures; and the failure to timely pay all wages upon termination of employment; and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (including but

not limited to Wage Order No. 4), as well as any and all other Labor Code violations as permitted by PAGA based on the allegations. This release is limited to claims for PAGA civil penalties and does not release any PAGA Memebr's individual, non-PAGA wage-and-hour claims or causes of action, except that a PAGA Member who is also a Participating Class Member separately releases the Released Class Claims under Section 5.2.

6. Preliminary Approval; Notice; Objections; Exclusions

6.1. Motion for Preliminary Approval. The Plaintiffs will prepare a motion for preliminary approval that complies with the Court's requirements and applicable law, including a request for approval of the PAGA settlement pursuant to Labor Code section 2699(l). Plaintiffs will provide all required supporting documents, including the Administrator's declaration and bid. Plaintiffs will provide the draft motion papers to Defendants' counsel at least 7 days before filing for their review and input.

6.2. Notice to Class Members. Within 14 days after receiving the Class Data, the Administrator shall mail the Class Notice (with Spanish translation if applicable), updated through the National Change of Address database. The Class Notice will state, among other things, estimated payments and Workweeks/PAGA Pay Periods, the Response Deadline, opt-out and objection procedures, and the Final Approval Hearing date/time/location.

6.3. Re-mailing and Address Searches. The Administrator shall re-mail and perform address searches as set forth in Section 4.4.2. Re-mailed notices extend the Response Deadline by 14 days.

6.4. Opt-Outs (Exclusions). Class Members may opt out by submitting a signed written Request for Exclusion to the Administrator by U.S. Mail, email, or fax by the Response Deadline. Requests for Exclusion submitted by U.S. Mail must be postmarked by the Response Deadline. Requests for Exclusion submitted by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on the Response Deadline. The Administrator shall accept any timely writing that reasonably communicates a request to be excluded and can reasonably be ascertained to be from the Class Member. The Administrator shall determine whether the opt out is timely and valid. If Defendants' dispute the Administrator's determination, and that dispute is not resolved, the Parties shall submit the dispute to the Mediator, Hon. Carl West. .



6.5. Objections. Only Participating Class Members may object to the class components of the Settlement and to the applications for attorneys' fees, costs, and service awards. Written objections must be submitted to the Administrator by the Response Deadline. Written objections must be submitted to the Administrator by U.S. Mail, email, or fax by the Response Deadline. Objections submitted by U.S. Mail must be postmarked by the Response Deadline. Objections submitted by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on the Response Deadline. Alternatively, Participating Class Members may appear at the Final Approval Hearing to state objections. Non-Participating Class Members may not object.

6.6. Workweek/PAGA Pay Period Challenges. Class Members and PAGA Members shall have until the Response Deadline (plus 14 days if re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods stated in their Class Notices. Challenges may be submitted to the Administrator by U.S. Mail, email, or fax. Challenges submitted by U.S. Mail must be postmarked by the Response Deadline. Challenges submitted by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on the Response Deadline. The Administrator shall request supporting documentation, may confer with the Parties, and shall make a determination consistent with the Class Data, subject to correction based on competent evidence. If Defendants dispute the Administrator's determination, the Parties shall submit the dispute to the Mediator, Hon. Carl West. A Class Member's challenge under this provision does not constitute a Request for Exclusion. If a Class Member makes a challenge, but does not separately complete the requirements for a Request for Exclusion, that Class Member shall be a Participating Class Member.

7. Settlement Administration

7.1. Selection of Administrator; QSF. The Parties jointly select a qualified Administrator, subject to Court approval. The Administrator shall establish a Qualified Settlement Fund under Treasury Regulation section 1.468B-1 and use its own EIN.

7.2. The Administrator shall re-mail a Class Notice if returned as undeliverable within 3 days after receiving the returned Class Notice or otherwise being informed that the Class Notice was undeliverable.

7.3. Administrator Reporting. The Administrator shall provide weekly reports to counsel, an exclusion list after the opt-out deadline, and declarations for the preliminary and final approval motions detailing compliance.

7.4. Website/Call Center/Email. The Administrator shall maintain a settlement website with case documents, a toll-free number, a dedicated email address, and fax number to receive inquiries, objections, opt-outs, and challenges.

7.5. Final Report. Within 10 days after disbursement of all funds, the Administrator shall provide a final report to counsel and a declaration to the Court confirming full administration, including the *cy pres* transfer of uncashed funds after 180 days.

7.6. Accuracy of Calculations. Defendants and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Administrator's work. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Class Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

8. Duties of the Parties

8.1. Cooperation. The Parties shall cooperate in good faith to promptly finalize filings, obtain hearing dates, and advocate for approval. If the Court denies approval or conditions approval on material changes, the Parties shall work together in good faith, including by re-engaging the mediator (costs split evenly), to address issues and seek approval.

8.2. Nullification Option. To the extent that more than 10% of Class Members submit valid and timely Requests for Exclusion, Defendants shall have the option to nullify the Settlement within 10 days after receiving notification by the Administrator of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Defendants exercise this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid by the Defendants for terminating the Settlement. The Administrator shall provide Counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion within 7 days after the Response Deadline.



9. Final Approval; Judgment; Appeals

9.1. Motion for Final Approval. No later than 16 days before the scheduled Final Approval Hearing, Plaintiffs shall file a motion for final approval and award of attorneys' fees, costs, and service awards (Approval Motion) and provide a draft to Defendants' counsel at least 7 days before filing. The Parties may respond to objections and file supplemental materials as permitted by the Court.

9.2. Continuing Jurisdiction. The Court shall retain jurisdiction, including under Code of Civil Procedure section 664.6, to enforce this Agreement and the Judgment and resolve administration issues.

9.3. Waiver of Appeal. Provided the Judgment is consistent with this Agreement, the Parties waive rights to appeal, except that any objector retains appellate rights and the Parties may oppose any such appeals.

9.4. Appellate Outcomes. If the Judgment is vacated, reversed, or materially modified in a manner requiring material modification of this Agreement, the Agreement shall be null and void, subject to good-faith efforts to address the appellate court's concerns. An appellate change in the fee, cost, service awards, or administration award amounts, without changing the MSA, is not material.

9.5. Notice of Final Judgment. Within 5 business days after the entry of the Final Approval Order and Judgement, the Administrator shall post the Final Approval Order and Judgement on the settlement website for at least 180 days. Posting the Final Approval Order and Judgement on the settlement website shall constitute notice of final judgement to the Class.

10. Taxes; No Tax Advice

10.1. The Parties do not provide tax advice. Class Members, PAGA Members, Plaintiffs, and Class Counsel are responsible for their own taxes. The allocations in this Agreement shall be used for reporting and withholding purposes.

10.2. Tax Treatment. Participating Class Members, PAGA Members, and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made to them pursuant to this Agreement. Defendants have not made any representations as to the taxability to any Participating Class Members of any portion of the Individual Class Payments, to any PAGA Members

regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Service Payments to the Class Representatives. The Class Notice will advise each Class Member and PAGA Member to seek his/her/their own personal tax advice prior to acting in response to the Class Notice, and Defendants, the Class Representatives, and Class Counsel agree that each Class Member and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Class Notice.

11. Section 11: Confidentiality

11.1. Plaintiffs and their Counsel agree not to disclose or publicize the Settlement, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means that Plaintiffs and their Counsel will not issue press releases, communicate with or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic or on any medium about the Settlement. However, after preliminary approval is granted, and for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions, Plaintiffs' Counsel may disclose information available in the public venue about the Settlement.

12. Section 12: Class Notice

12.1. The Class Notice, substantially in the form attached as **Exhibit A**, shall be submitted for Court approval and shall:

12.1.1. Describe the Settlement, the Class and PAGA definitions, the Class Settlement Period (June 6, 2020–August 23, 2025) and PAGA Settlement Period (October 30, 2022–August 23, 2025).

12.1.2. State that the MSA is $1,500,000, the PAGA allocation is $75,000 (75% to LWDA; 25% to PAGA Members), attorneys' fees sought up to 35% of the MSA, service awards of $10,000 each to Fletcher and Delgado, and that administration costs will be paid from the MSA. The Class Notice shall also disclose that any Court-approved attorneys' fee award will be divided 80% to Blackstone Law, APC and 20% to Lavi & Ebrahimian, LLP, subject to Court approval, and that this

division will not increase the total attorneys' fees requested from the Settlement.

12.1.3. Explain that the NSA will be allocated 20% wages and 80% penalties/interest for Individual Class Payments; that Defendants will pay the employer portion of payroll taxes separately; and that Individual PAGA Payments are civil penalties and thus not taxable wages.

12.1.4. Explain opt-out and objection rights, that Non-Participating Class Members cannot object but will receive Individual PAGA Payments if PAGA Members and will be bound by the PAGA release.

12.1.5. State that uncashed checks after 180 days will be paid to The Justice Gap Fund maintained by The State Bar of California as *cy pres*.

12.1.6. Provide estimated individual payment amounts, Workweeks and PAGA Pay Periods, and challenge procedures.

13. Section 13: Representations; Cooperation; Approval Conditions; Miscellaneous Terms

13.1. The Parties represent they will cooperate to promptly finalize and file the Approval Motion, appear at hearings, and support the Settlement. If the Settlement is not approved and the Parties are unable to reach a compromise to resolve any issue, the Parties agree to re-engage the mediator and/or attend mediation again before the same mediator, with costs split evenly.

13.2. No Solicitation. The Parties and their counsel shall not solicit Class Members to opt out or object.

13.3. Binding Representation by Plaintiffs' Counsel. Plaintiffs' Counsel represent that, other than the Actions, they do not currently represent any other current or former employees of Defendants in connection with any actual or planned claims, charges, complaints, or other matters against Defendants.

13.4. Integrated Agreement; Supersession of Prior Versions. This Agreement (including its exhibits) is the entire agreement between the Parties concerning the Settlement. This Agreement constitutes an agreed-upon, executed modification of the First Amended Class Action and PAGA Settlement Agreement pursuant to Section 13.7 thereof, subject to Court approval. The Parties intend that this Agreement supersede and replace, for all purposes and in its entirety, the original Class Action and PAGA Settlement Agreement, the First Amended Class Action and PAGA

Settlement Agreement, and any other prior version of the agreement, as well as all prior or contemporaneous agreements or negotiations, including any term sheets.

13.5. Authority; Counterparts. Each signatory has authority to bind the Party. This Agreement may be executed in counterparts, including by electronic signature, and together constitutes one instrument.

13.6. No Prior Assignments. Each Party represents it has not assigned any claim released herein.

13.7. Modification. This Agreement may be amended only by a writing signed by all Parties and approved by the Court.

13.8. Applicable Law; Construction; Headings. California law governs. The Agreement shall not be construed against any Party as drafter. Headings are for convenience only.

13.9. Use and Return/Destruction of Class Data. The Class Data shall be used solely to administer the Settlement. Within 90 days after the Court discharges the Administrator following final distribution, Plaintiffs shall destroy all Class Data.

13.10. Calendar Days; Deadlines. Unless stated otherwise, all days are calendar days. If a deadline falls on a weekend or federal holiday, it is extended to the next business day.

13.11. Notices. Notices shall be in writing and deemed given when mailed by U.S. Mail, sent by messenger, or emailed to counsel of record for the Parties at their addresses of record.

13.12. Stay; Trial Deadline Extension. Upon execution, the litigation shall be stayed, except as necessary to implement this Agreement. The Parties agree pursuant to Code of Civil Procedure section 583.330 to extend the time to bring the case to trial under section 583.310 for the entire settlement approval process.

13.13. The Class Representative Service Awards, Individual Class Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiffs, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments

paid to Plaintiffs, Participating Class Members, and PAGA Members under the terms of the Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendants. Further, any Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendants.

13.14. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

13.15. No Admission; No Basis for Future PAGA Penalty Rates. This Agreement is a compromise of disputed claims and does not constitute an admission of liability by Defendants or of the merits of any claim by Plaintiffs. The Parties expressly agree that the Settlement shall not constitute any basis for any subsequent violation PAGA penalty rates in any subsequent PAGA litigation against Defendants, or any basis for any subsequent claimed class action claims.

13.16. **Settlement Dates**:

Plaintiffs to provide draft motion for preliminary approval to Defendants' counsel for review and input.	At least 7 days before filing.
Defendants to provide the Class Data to the Administrator in a secure, usable format.	Within 21 days after the Court grants preliminary approval.
Administrator to mail the Class Notice (with Spanish translation if applicable), updated through the National Change of Address database.	Within 14 days after receiving the Class Data.
Administrator to re-mail the Class Notice if returned as undeliverable.	Within 3 days after return; Response Deadline extended by 14 days for re-mailed notices.
Class Members and PAGA Members to challenge the number of Workweeks and/or Pay Periods stated in their notices.	By the Response Deadline: 45 days after the Administrator mails the Class Notice (plus 14 days if re-mailed)

Class Members to submit a signed written Request for Exclusion (opt-out).	By the Response Deadline: 45 days after the Administrator mails the Class Notice (plus 14 days if re-mailed)
Participating Class Members to submit written objections to the class components of the Settlement and to the applications for attorneys' fees, costs, and service awards.	By the Response Deadline: 45 days after the Administrator mails the Class Notice (plus 14 days if re-mailed).
Administrator to provide Counsel for the Parties a complete list of all Class Members who timely submitted a Request For Exclusion.	Within 7 days after the Response Deadline.
Defendants to exercise option to nullify the Settlement if more than 10% of Class Members submit valid and timely Requests for Exclusion.	Within 10 days after receiving notification by the Administrator of the total number of Requests for Exclusion.
Plaintiffs to file motion for final approval and award of attorneys' fees, costs, and service awards.	No later than 16 days before the scheduled Final Approval Hearing.
Defendants to fund the Maximum Settlement Amount (MSA) and, separately, employer-side payroll taxes on the Wage Portions by transmitting funds to the Administrator.	No later than 30 days after the Effective Date (subject to any Court order to the contrary).
Administrator to issue and mail all payments (Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments).	Within 14 days after funding by Defendants.
Administrator to re-mail returned checks to any forwarding address or, if none, after a skip trace to the best available address.	Within 7 days of receipt of returned check.
Administrator to provide a final report to counsel and a declaration to the Court confirming full administration, including the *cy pres* transfer of uncashed funds after 180 days.	Within 10 days after disbursement of all funds.

Checks issued to Participating Class Members and PAGA Members remain valid.	180 days from mailing.
Plaintiffs to destroy all Class Data.	Within 90 days after the Court discharges the Administrator following final distribution.

(signatures on the following pages)

IT IS SO AGREED:

Tuvyah Israel
Tuvyah Reuben Isreal
(formerly known as Terrance Fletcher)
Plaintiff

11/13/2026
Date

Mellissa Marie Delgado
Plaintiff

11/11/2026
Date

Authorized Agent
for Defendants Lakin Tire West, LLC
& Lakin Tire West, Inc.

11/17/2026
Date

Authorized Agent
for Defendant Labor Finders (ELS of
Florida, Inc. and LF Staffing Services, Inc.)

Date

Checks issued to Participating Class Members and PAGA Members remain valid.	180 days from mailing.
Plaintiffs to destroy all Class Data.	Within 90 days after the Court discharges the Administrator following final distribution.

(signatures on the following pages)

IT IS SO AGREED:

_____ _____
Tuvyah Reuben Isreal Date
(formerly known as Terrance Fletcher)
Plaintiff

_____ _____
Mellissa Marie Delgado Date
Plaintiff

_____ _____
Authorized Agent Date
for Defendants Lakin Tire West, LLC
& Lakin Tire West, Inc.

_____ _____
Authorized Agent Date
for Defendant Labor Finders (ELS of
Florida, Inc. and LF Staffing Services, Inc.)

APPROVED AS TO FORM ONLY:

November 13, 2026

Alexandra Rose — Date
Blackstone Law, APC
Counsel for Plaintiff Tuvyah Reuben Isreal (formerly known as Terrance Fletcher)

Joseph Lavi — 11/11/2026

Joseph Lavi — Date
Lavi & Ebrahimian, LLP
Counsel for Plaintiff Mellissa Marie Delgado

Courtney S. Patton — November 17, 2026

Michael J. Nader — Date
Paul M. Smith
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Lakin Defendants

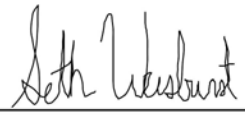
Mollie Burks — Date
Seth Weisburst
Gordon Rees Scully Mansukhani
Counsel for Labor Finders (ELS of Florida, Inc. and LF Staffing Services, Inc.)

APPROVED AS TO FORM ONLY:

_____ _____
Alexandra Rose Date
Blackstone Law, APC
Counsel for Plaintiff Tuvyah Reuben Isreal (formerly known as Terrance Fletcher)

_____ _____
Joseph Lavi Date
Lavi & Ebrahimian, LLP
Counsel for Plaintiff Mellissa Marie Delgado

_____ _____
Michael J. Nader Date
Paul M. Smith
Courtney S. Patton
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Lakin Defendants



November 10, 2026
_____ _____
Mollie Burks Date
Seth Weisburst
Gordon Rees Scully Mansukhani
Counsel for Labor Finders (ELS of Florida, Inc. and LF Staffing Services, Inc.)

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Mellissa Marie Delgado; Terrance Fletcher v. Lakin Tire West, LLC, et al.
Case No. 24STCV14080
County of Los Angeles – Central District
Consolidated Amended Complaint

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by this settlement. Please read this notice carefully.

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: **Class Members**: All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from June 6, 2020 through August 23, 2025, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders), but excluding the Excluded Temporary Staffing Agency Employees.

PAGA Members: All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from October 30, 2022 through August 23, 2025, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders), but excluding the Excluded Temporary Staffing Agency Employees.

Excluded Temporary Staffing Agency Employees: The 247 temporary staffing agency employees, employed by staffing agencies other than Labor Finders, for whom Defendants were unable to obtain sufficient information necessary to administer the Settlement

A putative class action and representative action under the California Private Attorneys General Act of 2004 ("PAGA"), which was brought on behalf of the Class and PAGA Members (defined above) against Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders) (collectively, "Defendants") has been settled for $1,500,000. As explained in this Notice, if the Court approves this Class and PAGA Settlement then you may receive payments under this Settlement.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you have questions, contact the Settlement Administrator at ___-___-____

DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA settlement, **you do not need to do anything**. If you do nothing, you will be mailed a settlement payment and you will release certain claims. Please keep your address current with the Administrator to ensure receipt of your check.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND NOT RECEIVE A CLASS SETTLEMENT CHECK	If you ask to be excluded from the Class portion of the settlement and money is later awarded to the Class, then you will not receive any share from the class settlement money. But if you exclude yourself, you keep any rights as an individual to sue Defendants separately about the same legal claims that are being settled here. You may exclude yourself from the Class settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [DATE – 45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	You may object to the Settlement if you think the Settlement is not fair by sending your written objection to the Administrator, postmarked by [DATE – 45 calendar days from date of mailing], and, if you wish, appearing at the Final Approval Hearing. Only Class Members who do not opt out may object. If you submit a Request for Exclusion from the Settlement, you cannot also object to it.

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendants support the settlement and will not retaliate in any manner against any Class Member for any reason, including whether they decide to remain in the Class and receive a settlement payment, or choose another option provided in this Notice.**

ADDITIONAL INFORMATION

1. Why am I getting this Notice?

You are receiving this Notice because records show you worked in an hourly, non-exempt position for Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California (including if you were placed by a third-party staffing agency, including ELS of Florida Inc. (dba Labor Finders), LF Staffing Services, Inc. (dba Labor Finders)) during the applicable period(s). This Notice explains your rights and options under a proposed settlement of a class action and PAGA lawsuit about wage-and-hour claims. The Court has not decided who is right.

2. What is the Lawsuit about?

The lawsuit and PAGA notices allege wage-and-hour violations, including alleged failures to pay minimum and overtime wages, provide meal and rest periods, provide accurate itemized wage statements, timely pay all wages during employment and at separation, maintain records, and related unfair competition claims. Defendants deny all allegations and liability. The parties have agreed to settle to avoid the cost and risk of further litigation.

3. What is a class action?

In a class action, a plaintiff (here, Plaintiffs Tuvyah Reuben Isreal, formerly known as Terrance Fletcher, and Mellissa Marie Delgado) sues on behalf of others (the "Class") who may have similar claims.

4. Who is included in the Settlement?

- **Class Members:** All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from June 6, 2020 through August 23, 2025 ("Class Settlement Period"), as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including those placed by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders), but excluding the Excluded Temporary Staffing Agency Employees.
- **PAGA Members:** All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from October 30, 2022 through August 23, 2025 ("PAGA Settlement Period"), as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including those placed by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders), but excluding the approximately 247 Excluded Temporary Staffing Agency Employees..

5. Who is excluded in the Settlement?

- **Excluded Temporary Staffing Agency Employees**: The 247 temporary staffing agency employees, employed by staffing agencies other than Labor Finders, for whom Defendants were unable to obtain sufficient information necessary to administer the Settlement.

6. What does the settlement provide?

- Total Settlement Amount: $1,500,000 (non-reversionary).
- Defendants will also pay the employers' share of payroll taxes on the wage portion of class payments separately from, and in addition to, the $1,500,000.
- Deductions to be requested from the Court:
    - Attorneys' fees up to 35% of the total settlement ($525,000) plus reimbursement of reasonable litigation costs and expenses not to exceed $35,000;
    - The attorneys' fee award will be divided 80% to Blackstone Law, APC and 20% to Lavi & Ebrahimian, LLP. This fee division will not increase the total attorneys' fees requested from the Settlement.
    - Service awards of $10,000 each to Plaintiffs (total $20,000);
    - Settlement administration expenses not to exceed $12,200; and
    - PAGA allocation of $75,000, of which 75% ($56,250) will be paid to the California Labor & Workforce Development Agency (LWDA) and 25% ($18,750) will be distributed to PAGA Members.

- Any Court-approved reduction to fees, costs, administration expenses, or PAGA allocation (to the extent reduced) will increase the amount distributed to Class Members.

- Net Settlement Amount (NSA): The remainder after the Court-approved deductions will be distributed to Participating Class Members based on the number of workweeks they worked during the Class period.

- **How much will I get?**

  - **Class Payments**: Your share will be proportional to the number of workweeks you worked as reflected in Defendants' records during June 6, 2020–August 23, 2025.

  - **PAGA Payments**: If you are a PAGA Member, you will also receive a separate PAGA payment based on the number of pay periods you worked during October 30, 2022–August 23, 2025.

  - **No claim form is needed**. If you do nothing, you will automatically receive a payment if the settlement is approved.

  - Your individual payment will still be calculated by workweeks as described above.

  - **Verifying your workweeks/pay periods**: You will have until [DATE – 45 days after mailing] (extended by 14 days if the Notice is re-mailed) to dispute the number of workweeks and/or pay periods stated in your Notice by contacting the Administrator and providing supporting information by mail, email, or fax. Challenges submitted by mail must be postmarked by the deadline. Challenges submitted by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on the deadline. The Administrator will make the final determination, subject to the dispute-resolution procedures in the Settlement Agreement. Your challenge will not constitute a Request for Exclusion, which would need to be completed separately.

7. How do I get my payment?

If the Court grants final approval and the judgment becomes final, Defendants will fund the settlement within 30 days after the Effective Date, and the Administrator will mail payments within 14 days after funding. Please keep the Administrator updated if you move.

8. What are my options?

1. **Do Nothing and Get Paid**: You will receive your payment and give up certain legal claims as described in Section 8 below.

2. **Ask to be Excluded (Opt Out):** If you do not want to be part of the class settlement, send a signed letter with your name, current mailing address, phone number, the last four digits of your Social Security number, and the case name and number, stating that you want to be excluded from the class settlement. You may submit your Request for Exclusion to the Administrator by mail, email, or fax using the contact information in in Section 13 below. Requests submitted by mail must be postmarked by [DATE - 45 days after mailing]. Requests submitted by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on [DATE – 45 days after mailing]. If you opt out, you will not receive a class settlement payment, but you keep your right to sue the Defendants on your own for the class claims. Note: Even if you opt out, if you are a PAGA Member, you will still receive a PAGA payment and release PAGA claims.

3. **Object**: If you do not opt out, you may object to the class settlement terms, attorneys' fees/costs, and/or service awards. To object, send a written statement to the Administrator explaining your reasons, including your name, current mailing address, phone number, last four digits of your Social Security number, and the case name and number, including your grounds for the objection. You may submit your written objection to the Administrator by mail, email, or fax using the contact information in Section 13 below. Your objection must be postmarked by [DATE – 45 days after mailing]. Objections submitted by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on [DATE - 45 days after mailing]. You may also appear at the Final Approval Hearing to state your objections. Non-Participating Class Members (those who opt out) may not object.

9. What am I giving up if I Participate?

If you do not opt out, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and/or causes of action that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, including, without limitation, claims based on the failure to pay wages for all hours worked at minimum wage; the failure to pay overtime wages for daily overtime worked; the failure to authorize or permit meal periods; the failure to authorize or permit rest periods; the failure to provide complete and accurate wage statements; the failure to timely pay all earned wages and final paychecks due at time of separation of employment; and unfair business practices, and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, as well as violations of the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), and the California Business and Professions Code sections 17200 *et seq*.

If you are a PAGA Member, you will also release the Released Parties from all claims for PAGA civil penalties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, including, claims for PAGA civil penalties predicated on the failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; the failure to provide meal periods and pay meal period premiums; the failure to authorize and permit rest periods and pay rest period premiums; the failure to timely pay wages during employment; the failure to provide accurate itemized wage statements; the failure to maintain accurate records; the failure to reimburse necessary expenditures; and the failure to timely pay all wages upon termination of employment; and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), as well as any and all other Labor Code violations as permitted by PAGA based on the allegations. This release is limited to claims for PAGA civil penalties and does not release any PAGA Member's individual, non-PAGA wage-and-hour claims or causes of action, except that a PAGA Member who is also a Participating Class Member separately releases the Released Class Claims described above.

Released Parties means Defendants and their past, present, and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

10. How will payments be taxed?

- Class Action payments:
    - 20% of your class settlement payment will be treated as wages. Defendants will separately pay the employers' share of payroll taxes on the wage portion.

- 80% of your class settlement payment will be treated as penalties and/or interest (reported on a 1099 if required).

- PAGA payments are treated as 100% penalties (reported on a 1099 if required).
- You are responsible for any taxes due. Please consult a tax advisor if you have questions.

11. What if my address changes, or I lose my check?

Promptly contact the Administrator to update your address or request a replacement check before the void date on the check.

12. What happens to uncashed checks?

If you do not cash your check within 180 days, the money will be sent to The Justice Gap Fund maintained by The State Bar of California.

13. Who are the lawyers for the class?

Class Counsel:

Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Lavi & Ebrahimian, LLP
8889 West Olympic Blvd., Suite 200
Beverly Hills, California 90211
Tel: (310) 432-0000 / Fax: (310) 432-0001

You may contact Class Counsel with questions or for more information.

14. Where can I get more information?

- Visit the settlement website: [Insert Website Address] for copies of the Notice, settlement agreement, key deadlines, court orders, and other important documents.
- To access the case docket, visit the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access. Once on the webpage, you will be prompted to enter the case number listed above. After entering the case number, click the "Search" button. You will then be directed to the case docket, where all publicly available information related to this case may be reviewed.
- Contact the Administrator: [Insert Name, Address, Phone Number, Email, Fax Number]

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

15. When is the final approval hearing?

The Court will hold a hearing to decide whether to approve the settlement on [DATE], at [TIME], at the Superior Court of California, County of Los Angeles, 312 North Spring Street, in Department 7. The date may change. Please check the settlement website for updates.

You do not have to attend the hearing. If you submitted a timely objection, the Court will consider it. You may attend at your own expense if you wish.

16. How will I know if the settlement is approved?

If the Court grants final approval and enters judgment, the Final Approval Order and Judgment will be posted on the settlement website at [website]. If the Court approves the settlement and there are no appeals, Defendants will fund the settlement within 30 days after the Effective Date (the date the judgment becomes final), and the Administrator will mail payments within 14 days after funding. Updates will be posted on the settlement website.

Summary of Key Deadlines

- Deadline to opt out, object, and/or dispute workweeks/pay periods: [DATE – 45 days after mailing] (extended by 14 days if this Notice is re-mailed to you). Submissions by mail must be postmarked by the deadline. Submissions by email or fax must be received by the Administrator by 11:59 p.m. Pacific Time on the deadline.

- Final approval hearing: [DATE/TIME]

- Check the settlement website for updates and more information.

This Notice summarizes the proposed settlement. For the full terms, see the settlement agreement at [Insert Website Address], contact Class Counsel, or contact the Administrator as described above. Defendants deny all allegations, the settlement is a compromise of disputed claims, and no part of this settlement constitutes an admission of liability.

EXHIBIT 2