

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs William Sykes, IV and Kylie Greer (together, “Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly situated, and Defendant Wentz Bros. (“Defendant”) (together, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On October 23, 2023, Plaintiffs filed a Class Action Complaint for Damages (“Operative Complaint”) in the action entitled *William Sykes, IV and Kylie Greer v. Wentz Bros.*, Alameda County Superior Court Case No. 23CV048758 (“Action”), thereby commencing a putative class action against Defendant. The Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, and for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.

2. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims (as defined herein).

3. Class Counsel diligently investigated the class claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims

1 and contentions of the Parties.

2 4. On July 12, 2024, the Parties participated in a first mediation with Monique Ngo-
3 Bonnici, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions. On October
4 18, 2024, the Parties attended a second mediation with the Mediator and with the assistance of the
5 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
6 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
7 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
8 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
9 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
10 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
11 Members in light of all known facts and circumstances, including the risk of significant delay and
12 uncertainty associated with litigation and various defenses asserted by Defendant.

13 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
14 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
15 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
16 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
17 positions.

18 **DEFINITIONS**

19 6. The following definitions are applicable to this Settlement Agreement. Definitions
20 contained elsewhere in this Settlement Agreement will also be effective.

21 a. “Attorneys’ Fees and Costs” or “Plaintiffs’ Attorneys’ Fees and Costs” means
22 Plaintiffs’ attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the
23 Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection
24 with the Action, as set forth in Paragraph 9.

25 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or
26 non-exempt employees who worked for Defendant in the State of California at any time during the
27 Class Period except for any members of the Wentz family.

28 ///

c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (8) such other information as is necessary for the Settlement Administrator to calculate Workweeks.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from October 23, 2019 through December 20, 2024.

g. “Court” means the Superior Court of the State of California for the County of Alameda.

h. “Defendant’s Counsel” means Rebecca H. Stephens and Kevin L. Jones of Farella Braun + Martel LLP.

i. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Members object to the Settlement, the day the Court enters the Final Approval Order and Judgment; (b) if one or more Settlement Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

j. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

///

k. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Class Members, as set forth in Paragraph 10.

l. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

m. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

n. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

o. “Gross Settlement Amount” means the amount of Nine Hundred and Ninety-Five Thousand Dollars (\$995,000.00) to be paid by Defendant in full satisfaction of the Action and Released Claims, which includes all Plaintiffs’ Attorneys’ Fees and Costs, Enhancement Payments, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to a pro rata increase pursuant to Paragraph 12 below.

p. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 14.

q. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive, to be calculated in accordance with Paragraph 13.

r. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Plaintiffs’ Attorneys’ Fees and Costs, Enhancement Payments, and Settlement

1 Administration Costs.

2 s. "Notice of Objection" means a Settlement Class Member's written objection to
3 the Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
4 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's
5 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
6 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
7 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
8 specified address, postmarked on or before the Response Deadline.

9 t. "Preliminary Approval" means the date on which the Court enters the
10 Preliminary Approval Order.

11 u. "Preliminary Approval Order" means the order granting preliminary approval
12 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
13 the Court.

14 v. "Released Claims" means any and all claims which were alleged or which could
15 have been reasonably alleged based on the factual allegations in the Operative Complaint, arising
16 during the Class Period, for Defendant's alleged failure to pay overtime and minimum wages, provide
17 compliant meal and rest periods and associated premium payments, timely pay wages during
18 employment and upon termination, provide compliant wage statements, and reimburse necessary
19 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
20 226(a), 226.7, 510, 512(a), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial
21 Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200,
22 *et seq.*

23 w. "Released Parties" means Defendant and each and all of its past and present
24 parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint
25 ventures and affiliated corporations, entities, divisions, general and limited partners, joint venturers
26 and affiliates, and each of their respective current and former directors, officers, managers, employees,
27 principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives,
28 general partners, limited partners, joint venturers, and affiliated companies, and each of their

1 respective executors, predecessors, successors, assigns, and legal representatives.

2 x. "Request for Exclusion" means a letter submitted by a Class Member indicating
3 a request to be excluded from the Settlement, which must: (a) contain the case name and number of
4 the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last
5 four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member
6 does not wish to be included in the Settlement; and (d) be returned by mail to the Settlement
7 Administrator at the specified address, postmarked on or before the Response Deadline.

8 y. "Response Deadline" means the deadline by which Class Members must submit
9 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
10 is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator
11 to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the
12 Response Deadline will be extended to the next day on which the United States Postal service is open.
13 The Response Deadline may also be extended by express agreement between Class Counsel and
14 Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the
15 authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
16 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
17 from the original Response Deadline.

18 z. "Settlement Administrator" means ILYM Group, Inc., or any other third-party
19 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
20 of administering the Settlement. The Parties and their counsel each represent that they do not have
21 any financial interest in the Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest.

23 aa. "Settlement Administration Costs" means all costs incurred by the Settlement
24 Administrator in administration of the Settlement as outlined in Paragraph 11, including, but not
25 limited to, mailing of the Class Notice to the Class, calculation of Individual Settlement Payments,
26 generation of Individual Settlement Payment checks and related tax reporting forms, administration
27 of checks, and generation of payments under the Settlement.

28 ///

cc. “Workweeks” means the number of weeks each Class Member worked for an hourly-paid and/or non-exempt employee in California during the Class Period. It will be calculated by the Settlement Administrator by counting each week during the period during which the Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California and worked at least one shift. Weeks in which a Class Member did not work shall be excluded.

dd. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks to which they have been credited, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

7. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

8. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

7

1 9. Plaintiffs' Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
2 application or motion by Class Counsel for Plaintiffs' attorneys' fees in the amount up to thirty-five
3 percent (35%) of the Gross Settlement Amount (i.e., \$348,250.00 if the Gross Settlement Amount is
4 \$995,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's
5 litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars
6 (\$35,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will
7 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
8 the litigation of the Action, including without limitation all work performed and costs incurred to date,
9 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
10 approval of this Settlement Agreement, including any objections raised and any appeals necessitated
11 by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing
12 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for the Plaintiffs' Attorneys' Fees and
14 Costs. Any portion of the requested Plaintiffs' Attorneys' Fees and Costs that is not awarded by the
15 Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the
16 Settlement Class Members.

17 10. Enhancement Payments. Defendant agrees not to oppose or impede any application or
18 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars
19 (\$10,000.00) each (total, \$20,000.00). The Enhancement Payments, which will be paid from the Gross
20 Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement
21 Payments as Settlement Class Members. Plaintiffs shall be solely and legally responsible for correctly
22 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
23 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement
24 Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to
25 Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
26 Members.

27 ///

28 ///

11. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which are currently not to exceed Twelve Thousand Dollars (\$12,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

12. Escalator Clause. Defendant has represented that the Class Members worked a total of 37,946 workweeks during the period from October 23, 2019 to October 2, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 37,946 by more than 10% (i.e., by more than 41,741 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 42,120 Workweeks, then the Gross Settlement Amount will increase by 1%.

13. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value

1 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be
2 entitled to receive.

3 b. After Final Approval, the Settlement Administrator will divide the final Net
4 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
5 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
6 Value to yield each Settlement Class Member's final Individual Settlement Share.

7 14. Tax Treatment of Individual Settlement Shares. Each Individual Settlement Share will
8 be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and
9 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the
10 portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099
11 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the
12 employee's share of taxes and withholdings with respect to the wages portion of the Individual
13 Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement
14 Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The
15 Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Settlement
16 Class Members assume full responsibility and liability for any employee taxes owed on their
17 Individual Settlement Payments.

18 15. Administration of Taxes by the Settlement Administrator. The Settlement
19 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, and Class
20 Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all
21 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be
22 responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally
23 required withholdings to the appropriate government authorities.

24 16. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
25 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
26 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and
27 Settlement Class Members are not relying on any statement, representation, or calculation by
28 Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs and Settlement

1 Class Members understand and agree that Plaintiffs and Settlement Class Members will be solely
2 responsible for the payment of any taxes and penalties assessed on the payments described in this
3 Settlement Agreement. Plaintiffs and Settlement Class Members should consult with their tax advisors
4 concerning the tax consequences of any payment they receive under the Settlement.

5 17. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
6 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
7 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
8 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
9 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
10 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
11 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
13 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
14 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
15 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
16 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
17 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
19 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
20 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
21 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
22 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
23 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX
24 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
25 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
26 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
27 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

28 ///

18. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs and Settlement Class Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs and Settlement Class Members to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

19. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Settlement as contained herein and within the Class Notice;
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

///

1 20. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
2 Defendant will provide the Class List to the Settlement Administrator.

3 21. Notice by First-Class U.S. Mail.

4 a. Within seven (7) calendar days after receiving the Class List from Defendant,
5 the Settlement Administrator will perform a search based on the National Change of Address Database
6 or any other similar services available, such as provided by Experian, for information to update and
7 correct for any known or identifiable address changes, and will mail a Class Notice in English and
8 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
9 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
10 Administrator.

11 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
12 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
13 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
14 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
15 attempt to determine the correct address using a skip-trace or other search, using the name, address,
16 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
17 calendar days.

18 c. Compliance with the procedures described herein above shall constitute due and
19 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
20 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
21 provide notice of the Settlement.

22 22. Disputes Regarding Workweeks. Class Members will have an opportunity to dispute
23 the number of Workweeks to which they have been credited, as reflected in their respective Class
24 Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by
25 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely
27 submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to
28 the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be

1 presumed to be correct and determinative of the dispute. However, if a Class Member produces
2 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials
3 submitted by the Class Member and the Settlement Administrator will resolve and determine the
4 number of eligible Workweeks that the disputing Class Member should be credited with under the
5 Settlement. The Settlement Administrator's decision on such disputes will be final and non-
6 appealable.

7 23. Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded
8 from the Settlement must submit a timely and valid Request for Exclusion to the Settlement
9 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on
10 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
11 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
12 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and
13 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
14 declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time
15 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request
16 exclusion from the Settlement. Any Class Member who submits a Request for Exclusion is prohibited
17 from making any objection to the Settlement. Any Class Member who submits a timely and valid
18 Request for Exclusion will not be bound by the Settlement and will not be issued an Individual
19 Settlement Payment. Any Class Member who does not affirmatively request exclusion from the
20 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms
21 of the Settlement, including and not limited to those pertaining to the Released Claims, as well as any
22 judgment that may be entered by the Court if it grants Final Approval to the Settlement.

23 24. Objecting to the Settlement. To object to the Settlement, Settlement Class Members
24 must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail,
25 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
27 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
28 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely

1 and complete and which were not), and also attach them to a declaration that is to be filed with the
2 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
3 seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal
4 from the Final Approval Order and Judgment. Settlement Class Members, individually or through
5 counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether
6 they have submitted a Notice of Objection.

7 25. Reports by the Settlement Administrator. The Settlement Administrator shall provide
8 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
9 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
10 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
11 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
12 Administrator will provide to counsel for the Parties any updated reports regarding the administration
13 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
14 receives a request from an individual or any other entity regarding inclusion in the Class and/or
15 Settlement or regarding a Workweeks Dispute.

16 26. Defendant's Right to Rescind. If ten percent (10%) or more of the Class Members
17 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
18 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
19 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
20 the number of Class Members who have submitted timely and valid Requests for Exclusion following
21 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
22 administration owed to the Settlement Administrator incurred up to that date.

23 27. Certification of Completion. Upon completion of administration of the Settlement, the
24 Settlement Administrator will provide a written declaration under oath to certify such completion to
25 the Court and counsel for all Parties.

26 28. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
27 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
28 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)

Individual Settlement Shares; (b) Plaintiffs' Attorneys' Fees and Costs; (c) Enhancement Payments; and (d) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Plaintiffs' Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

29. Funding of the Gross Settlement Amount. No later than forty-five (45) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than forty-five (45) calendar days after the Effective Date.

30. Distribution of the Gross Settlement Amount. Within seven (7) court days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Enhancement Payments to Plaintiffs, Plaintiffs' Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,

1 contributions, and withholding, and timely forward these to the appropriate government authorities.

2 31. Settlement Checks. The Settlement Administrator will be responsible for undertaking
3 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
4 of check to the Settlement Class Members in accordance with this Settlement Agreement. Settlement
5 Class Members are not required to submit a claim to be issued an Individual Settlement Payment.
6 Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty
7 (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
8 associated with such canceled checks shall be distributed by the Settlement Administrator to Legal
9 Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure
10 Section 384. The Parties and their counsel each represent that they do not have any financial interest
11 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of
12 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
13 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
14 cancelation of any Individual Settlement Payment checks. To the extent that the Settlement
15 Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to
16 taxing authorities for the employees' share of taxes, contributions, an/or withholding associated with
17 canceled Individual Settlement Payments, all such amounts shall also be transmitted to California
18 Rural Legal Assistance, Inc. Settlement Class Members whose Individual Settlement Payment checks
19 are canceled shall, nevertheless, be bound by the Settlement.

20 32. Class Release. Upon the Effective Date and full funding of the Gross Settlement
21 Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever
22 released, settled, compromised, relinquished, and discharged the Released Parties of all Released
23 Claims.

24 33. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
25 Settlement Amount, Plaintiffs, individually, will be deemed to have fully, finally, and forever released,
26 settled, compromised, relinquished, and discharged the Released Parties from any and all claims of
27 any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted,
28 which Plaintiffs, at any time of execution of this Settlement Agreement, had or claimed to have or may

1 have, including but not limited to any and all claims arising out of, relating to, or resulting from their
2 employment and/or separation of employment with Defendant. It is agreed that this is a general release
3 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
4 this Paragraph expressly does not include a release of any claims that cannot be released hereunder by
5 law. Plaintiffs understand and expressly agree that this Settlement Agreement extends to claims that
6 they have against Defendant, of whatever nature and kind, known or unknown, suspected or
7 unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident
8 or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any
9 and all rights granted under any state or federal law or regulation limiting the effect of this Settlement
10 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
11 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

17 34. Final Approval Order and Judgment. The Parties shall provide the Settlement
18 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
19 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
20 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
21 Class will be required.

22 35. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
23 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
24 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
25 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
26 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
27 Settlement Agreement.

28 ///

1 36. Effects of Termination or Rescission of Settlement. Termination or rescission of the
2 Settlement Agreement shall have the following effects:

3 a. The Settlement Agreement shall be void and shall have no force or effect, and
4 no Party shall be bound by any of its terms;

5 b. In the event the Settlement Agreement is terminated, Defendant shall have no
6 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
7 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
8 Administrator is notified that the Settlement has been terminated;

9 c. The Preliminary Approval Order, Final Approval Order and Judgment,
10 including any order certifying the Class, shall be vacated;

11 d. The Settlement Agreement and all negotiations, statements, and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
13 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of the Settlement (including all matters associated with the
16 mediation) shall be admissible or offered into evidence in the Action or any other action for any
17 purpose whatsoever; and

18 f. Any documents generated to bring the Settlement into effect, will be null and
19 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
20 likewise be treated as void from the beginning.

21 37. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
24 of action or right herein released and discharged.

25 38. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
26 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
27 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

28 ///

1 39. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
7 which provide that a written agreement is to be construed according to its terms and may not be varied
8 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10 40. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
11 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
12 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
13 Approval Hearing to be conducted by the Court.

14 41. Amendment or Modification. Prior to the filing of the motion for preliminary approval
15 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
16 except by written agreement signed by counsel for all Parties. After the filing of the motion for
17 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
18 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
19 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
20 constitute a waiver of any other provision.

21 42. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
26 full authority to enter into this Settlement Agreement, and further intend that this Settlement
27 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
28 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
29 confidentiality provisions that otherwise might apply under state or federal law.

///

1 43. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
3 The Class Notice will advise all Class Members of the binding nature of the Settlement as to the
4 Settlement Class Members, and the release provided for by this Settlement Agreement shall have the
5 same force and effect as if this Settlement Agreement were executed by each Settlement Class
6 Member.

7 44. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 45. California Law Governs. All terms of this Settlement Agreement and attached exhibits
10 hereto will be governed by and interpreted according to the laws of the State of California.

11 46. Execution and Counterparts. This Settlement Agreement is subject only to the
12 execution of all Parties. However, this Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
14 copies of the signature page, will be deemed to be one and the same instrument.

15 47. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
17 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
18 account all relevant factors, present and potential. The Parties further acknowledge that they are each
19 represented by competent counsel and that they have had an opportunity to consult with their counsel
20 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
21 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
22 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
23 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

24 48. Information Regarding Defendant's Financial Circumstances. To support and/or
25 otherwise implement the Settlement, Defendant shall provide Class Counsel a confidential declaration
26 outlining its financial hardship that Plaintiffs may use to explain why they agreed to the mediator's
27 proposal. The Parties agree that the declaration may be filed in Court under seal pursuant to the
28 Parties' signed July 11, 2024 stipulation in support of Plaintiff's motion for preliminary approval
and/or motion for final approval of the Settlement. Pursuant to the Parties' signed July 11, 2024

1 stipulation, the Parties agree that Defendant's declaration outlining its financial hardship contains
2 highly confidential financial and proprietary information and therefore may only be filed
3 confidentially under seal. Plaintiffs agree to file the declaration under seal unless the Court rejects
4 their request to do so and orders it to be filed publicly.

5 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 50. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
11 to implement the Settlement.

12 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local or other applicable law.

26 52. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

54. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

55. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

56. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Miriam L. Schimmel

mschimmel@blackstonepc.com

Joana Fang

jfang@blackstonepc.com

Alexandra Rose

arose@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Rebecca H. Stephens

rstephens@fbm.com

Kevin L. Jones

kjones@fbm.com

FARELLA BRAUN + MARTEL LLP

One Bush Street, Suite 900

San Francisco, California 94104
Tel: (415) 954-4400 / Fax: (415) 954-4480

57. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF WILLIAM SYKES, IV

Dated: 02/13/2025



William Sykes, IV

PLAINTIFF KYLIE GREER

Dated: _____

Kylie Greer

DEFENDANT WENTE BROS.

Dated: _____

Full Name: _____

Title: _____
On behalf of Wente Bros.

///

///

///

///

San Francisco, California 94104
Tel: (415) 954-4400 / Fax: (415) 954-4480

57. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF WILLIAM SYKES, IV

Dated: _____

William Sykes, IV

PLAINTIFF KYLIE GREER

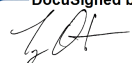
Dated: 02/13/2025



Kylie Greer

DEFENDANT WENTE BROS.

Dated: 2/20/2025

DocuSigned by:


69CCB9EA71CD497...

Full Name: Tyson Overton

Title: CEO
On behalf of Wente Bros.

///

///

///

///

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3 

4 Dated: February 13, 2025

5 Jonathan M. Genish
6 *Attorneys for* Plaintiffs William Sykes, IV and
7 Kylie Greer, and Proposed Class Counsel

8 **FARELLA BRAUN + MARTEL LLP**

9 

10 Dated: February 13, 2025

11 Rebecca H. Stephens
12 *Attorneys for* Defendant Wentz Bros.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

William Sykes, IV and Kylie Greer v. Wentz Bros. **Superior Court of California for the County of Alameda, Case No. 23CV048758**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A proposed settlement has been reached Plaintiffs William Sykes, IV and Kylie Greer (together, "Plaintiffs") and Defendant Wentz Bros. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in a class action lawsuit entitled *William Sykes, IV and Kylie Greer v. Wentz Bros.*, Alameda County Superior Court, Case No. 23CV048758 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

If the Court grants final approval of the Settlement, there may be money available to you.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from October 23, 2019 through December 20, 2024.

II. BACKGROUND OF THE ACTION

On October 23, 2023, Plaintiffs commenced a putative class action lawsuit by filing a Class Action Complaint for Damages ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant did not properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and Plaintiffs' attorneys' fees and costs.

Throughout the litigation, Defendant has denied—and continues to deny—the factual and legal allegations in the Action. Defendant denies any wrongdoing and asserts that its conduct at all times complied with the law. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action Settlement Agreement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs William Sykes, IV and Kylie Greer as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel

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

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred and Ninety-Five Thousand Dollars (\$995,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Plaintiffs’ attorneys’ fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$348,250.00 if the Gross Settlement Amount is \$995,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars (\$10,000.00) to each named Plaintiff for their services in the Action; and (3) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount. Each Settlement Class Member is responsible for paying their portion of taxes on their Individual Settlement Payment.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- **From October 23, 2019 through December 20, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*William Sykes, IV and Kylie Greer v. Wente Bros.*, Case No. 23CV048758); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

"Released Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq.*

"Released Parties" means Defendant and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint ventures and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, and legal representatives.

E. Plaintiffs' Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek Plaintiffs' attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., 348,250.00 if the Gross Settlement Amount is \$995,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (collectively, "Plaintiffs' Attorneys' Fees and Costs"), subject to approval by the Court. The Plaintiffs' Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Class Representatives

The two Class Representatives will seek the amount of Ten Thousand Dollars (\$10,000.00) each (total, \$20,000.00) (“Enhancement Payment(s)”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to the two Class Representatives in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims against the Released Parties as described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

Class Members may request to be excluded from the Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*William Sykes, IV and Kylie Greer v. Wente Bros.*, Case No. 23CV048758); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*William Sykes, IV and Kylie Greer v. Wente Bros.*, Case No. 23CV048758); (b) contain your full name, signature, address, telephone number, and the last four

(4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Plaintiffs' Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (23CV048758) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].