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FRUTH CUSTOM PLASTICS, INC.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

AIDEE FABIAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FRUTH CUSTOM PLASTICS, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01408686-CU-OE-CXC

[Assigned for all purposes to the
Honorable Layne H. Melzer, Dept. CX102]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: June 21, 2024
Trial Date: None Set

1 This Class Action and PAGA Settlement and Release (“Settlement Agreement”) is entered
2 into by and between Plaintiff Aidee Fabian (“Plaintiff”), on behalf of herself and the Class, on the one
3 hand, and Defendant Fruth Custom Plastics, Inc. (“Defendant”), and the Released Parties, on the other
4 hand. Plaintiff and Defendant are collectively referred to herein as “Parties” and individually referred
5 to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Aidee Fabian v. Fruth Custom Plastics, Inc.*, Superior Court of the
12 State of California for the County of Orange, Case Number: 30-2024-01408686-CU-OE-CXC.

13 2. “Class” means: All non-exempt employees who were employed by Defendant, in the
14 State of California, at any time from June 21, 2020, through September 30, 2025.

15 3. “Class Counsel” means The Wheeler Law Firm, APC.

16 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
18 Action.

19 5. “Class and PAGA Member Information” means information regarding Class Members
20 that Defendant will in good faith compile from their records and provide to the Settlement
21 Administrator. It shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document
22 and shall include: each Class Member’s full name; social security number; last known address; last
23 known telephone number; and the dates of employment, including hire date, termination date, and any
24 applicable rehire date.

25 6. “Class Member” means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. “Class Period” means the time period from June 21, 2020, through September 30,
28 2025.

8. “Class Representative Service Award” means the amount that the Court authorizes to be paid individually to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant.

9. “Compensable Work Week” or “Compensable Work Weeks” means a reasonable estimate of work weeks worked by each Class Member individually and collectively by all Class Members during the Class Period based on Defendant’s records and used as a value to calculate Individual Settlement Payments. The number of Compensable Work Weeks for each Class Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full workweek.

10. “Compensable PAGA Pay Period” or “Compensable PAGA Pay Periods” means a reasonable estimate of pay periods worked by each PAGA Member during the period from April 15, 2023, through September 30, 2025, based on Defendant’s records and used as a value to calculate PAGA Payments. The number of Compensable PAGA Pay Periods for each PAGA Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial pay period will be expressed as a percentage of a full pay period.

11. “Court” means the Superior Court for the State of California, County of Orange, which has jurisdiction over this matter.

12. “Defendant” means Fruth Custom Plastics, Inc.

13. “Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five

(65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, twenty (20) calendar days after any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief or is withdrawn.

14. “Final Approval Order and Judgment” means an order and judgment that the Court will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

15. “Gross Settlement Amount” means the maximum amount which Defendant is obligated to pay under this Settlement Agreement, which is Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$575,000.00), subject to increase under the circumstances as set forth in paragraph 58. This is an “all in” non-reversionary Settlement in which Defendant are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer’s share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

16. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

17. “LWDA” means the California Labor and Workforce Development Agency.

18. “Net Settlement Amount” means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA penalties, and Settlement Administration Costs.

19. “Notice of Class and PAGA Settlement” means the notice, substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement process, and each Class Member’s estimated Individual Settlement Payment. Notice of Class Settlement will be provided to the Class in English and Spanish.

20. “Operative Complaint” means the First Amended Class and Representative Action Complaint on file in this action.

21. “Objection” means a letter or other written communication submitted by a Class

Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is objecting to any of the terms of the Settlement.

22. “PAGA Member” or “PAGA Members” means any non-exempt employee who was employed or has been employed by Defendant at any time in the state of California during the time period of April 15, 2023, through September 30, 2025.

23. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either Plaintiff or Defendant, individually.

24. “Payment Ratio” means the respective Compensable Pay Periods for Class Member divided by the total Compensable Pay Periods for all Class Members.

25. “PAGA Payment Ratio” means the respective Compensable PAGA Pay Periods for each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

26. “PAGA Period” means the time period from April 15, 2023, through September 30, 2025.

27. “Plaintiff” refers to Aidee Fabian.

28. “Preliminary Approval Date” means the date upon which the Court files an order granting preliminary approval of the Settlement.

29. “Request for Exclusion” means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is electing to be excluded from the Settlement

30. “Released Claims by Plaintiff” is set forth in paragraph 47 below. Plaintiff releases the “Released Claims by Plaintiff” as of the date Defendant fully funds this Settlement.

31. “Released Claims by Settlement Class Members” means: Aside from those who submit a valid and timely request for exclusion from the settlement, Plaintiff and each member of the Settlement Class will release the Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action arising out of the allegations and claims asserted in the operative Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay upon termination), alleged unpaid meal and rest period premiums, alleged unpaid recovery period

1 premiums, failure to pay timely wages, failure to maintain required records, itemized wage statements,
2 failure to reimburse for reasonable and necessary business expenses, California Civil Code, or
3 Business & Professions Code Section 17200, and claims for restitution and other equitable relief,
4 liquidated damages, or penalties; any other benefit claimed on account of the allegations asserted in
5 the operative Complaint; and any other Labor Code violations that were alleged in the operative
6 Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in
7 the operative Complaint, which includes, but not limited to, alleged violations of Labor Code sections
8 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
9 1197.1, 1198, 2802, IWC Wage Order 1-2001, California Civil Code sections 3287, 3288, 1021.5,
10 Cal. Business & Professions Code, §§ 17200, et. seq. This release shall apply to all claims arising at
11 any point during the Class Period.

12 32. “Released PAGA Claims ” means: Plaintiff, on behalf of the State of California and
13 each PAGA Member will release the Released Parties from all claims for civil penalties under the
14 California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal
15 law against the Released Parties that were alleged in the Action and that reasonably could have been
16 alleged in the Action based on the allegations contained in the LWDA Letter and/or the operative
17 complaint and any amendments thereto, including, without limitation, all claims for civil penalties
18 under PAGA (Labor Code § 2698 *et seq.*), related to (1) failure to provide meal breaks or meal
19 premium pay; (2) failure to provide recovery breaks or recovery premium pay; (3) failure to provide
20 rest periods or rest period premium pay; (4) failure to pay overtime wages and failure to properly
21 calculate overtime wages; (5) failure to pay travel time; (6) failure to pay training time; (7) failure to
22 pay wages at the regular rate of pay; (8) failure to pay training time; (9) rounding timekeeping; (10)
23 unpaid wages for COVID screening, donning, and doffing; (11) failure to pay minimum wages; (12)
24 failure to pay timely wages; (13) willful failure to pay discharged or quitting employees all wages
25 due; (14) failure to provide accurate itemized wage statements; (15) failure to maintain records; (16)
26 failure to provide notice of COVID exposure; (17) failure to provide suitable seating; (18) failure to
27 maintain temperature of interior work area at a level of reasonable comfort; (19) failure to comply
28 with Lab. Code § 432; (20) failure to indemnify for employment expenditures, and/or losses,

violations that were alleged in the operative Complaint, or that could have been alleged in the operative Complaint based on the facts alleged in the operative Complaint, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199., 2802, 2810.5, 2698, *et seq.*, 6409.6, 6432, and IWC Wage Order No. 1-2001, 4-2001, 7-2001.

33. “Released Parties” collectively mean: Defendant and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof, including C-P Flexible Packaging and CF&B Manufacturing, Inc. dba Clean Room Film & Bags.

34. “Response Deadline” means sixty (60) days after the postmark date of the Notice of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

35. “Settled PAGA Claims”, means the release of all claims for civil penalties only under PAGA that Plaintiff, on behalf of herself, and the State of California, predicated on the facts alleged in Plaintiff’s Operative Complaint and PAGA Notice dated April 15, 2024, during the period from April 15, 2023, through September 30, 2025, and referenced in paragraph 32.

36. “Settlement” means the disposition of the Action pursuant to this Agreement.

37. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

38. “Settlement Administrator” means ILYM Group, Inc. (“ILYM Group”), the Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiff’s, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely

1 apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that
2 they have no financial interest or other relationship with ILYM Group that could create a conflict of
3 interest. Should a conflict of interest or other issue lead to the disqualification of the selected
4 Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

5 39. “Settlement Class” or “Settlement Class Members” means all Class Members who
6 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

7 RECITALS

8 40. Procedural History. On June 21, 2024, Plaintiff filed a complaint against Defendant
9 in Superior Court of the State of California, County of Orange, Case Number: 30-2024-01408686-
10 CU-OE-CXC. The Parties stipulated to the filing of a First Amended Class and PAGA Representative
11 Complaint in order to effectuate the terms of the Settlement which was submitted on October 10 2025.
12 Defendant’s answer to Plaintiff’s First Amended Class and PAGA Representative Action Complaint
13 will be held in abeyance pending Court approved of this Settlement.

14 41. Investigation and Discovery. The Parties have conducted significant investigation of
15 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
16 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
17 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
18 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
19 law as applied to the facts of Plaintiff’s claims and Defendant’s potential defenses thereto.

20 42. Mediation. The Parties initially participated in a mediation session with the highly
21 experienced mediator, Todd Smith, Esq., on July 16, 2025. After a full day of mediation, the Parties
22 were able to reach a proposed settlement regarding the material terms for a proposed class action and
23 PAGA settlement that would fully resolve this matter.

24 43. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
25 expense and length of continued proceedings necessary to litigate Plaintiff’s claims through trial and
26 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
27 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
28 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the

1 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
2 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
3 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
4 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
5 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
6 best interests of the Class.

7 44. Defendant's Reasons for Settlement. Defendant has concluded that any further defense
8 of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's
9 time, energy, and resources have been and, unless this Settlement is completed, will continue to be
10 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
11 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
12 continues to contend that it is not liable for any of the claims alleged by Plaintiff in this Action,
13 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
14 Settlement Agreement to put to rest the claims in this Action.

15 **STIPULATION AND AGREEMENT**

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

18 46. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
19 Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

20 47. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
22 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
23 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
24 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
25 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
26 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
27 own, independent legal and tax counsel for advice (including tax advice) in connection with this
28 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other

1 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
2 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
3 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
4 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
6 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
7 contemplated by this Agreement.

8 48. Released Claims by Plaintiff. As of the date Defendant fully funds the Settlement,
9 Plaintiff agrees to the Release of Claims by Settlement Class Members and the Released PAGA
10 Claims on behalf of the State of California and the PAGA Members. In addition to Release of Claims
11 by Settlement Class Members and as a material inducement to Defendant to enter into this Settlement
12 Agreement, Plaintiff does hereby, for herself and for her spouse, heirs, successors, beneficiaries,
13 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
14 representatives, and assign, forever and completely release and discharge the Released Parties from
15 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
16 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including
17 back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest,
18 attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution
19 of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but
20 not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work
21 for Defendant or the remuneration for or termination of such employment.

22 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising
23 under the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203,
24 204, 210, 216, 218.5, 218.6, 221, 222, 225, 225.5, 224, 226, 226.3, 226.7, 227.3, 246, 248.1, 248.2,
25 248.6, 351, 345, 432, 450, 510, 511, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1,
26 1197.2, 1198, 1198.5, 1199, 1400, 1775, 2698 et seq., 2699, 2800, 2802, 2810.5, 6409.6, and 6432;
27 the Wage Orders of the California Industrial Welfare Commission, including IWC Wage Orders 1-
28 2001, 4-2001, and 7-2001; the California Private Attorneys General Act of 2004 ("PAGA");

1 California Business and Professions Code section 17200 et seq.; the California Civil Code, to include,
2 but not limited to, sections 1021.5, 3287, 3288, 3336 and 3294; the California common law of
3 contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the
4 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released Claims
5 also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages,
6 and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
7 and wrongful termination such as by way of example only, (as amended) 42 U.S.C. section 1981, Title
8 VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in
9 Employment Act, and the California Fair Employment and Housing Act; and the law of contract and
10 tort. This release excludes the release of claims not permitted by law. As to the Plaintiff's Released
11 Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of
12 the California Civil Code. Section 1542 reads as follows:

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

16 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
17 complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that
18 this Settlement Agreement is intended to include in its effect, without limitation, all claims that
19 Plaintiff knew of, as well as all claims that Plaintiff did not know or suspect to exist in Plaintiff's favor
20 against the Released Parties, or any of them, for the time period from the beginning of time to the
21 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
22 extinguishment of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to
23 pursue any claims against Defendant, including, but not limited to, any and all claims relating to
24 or arising from Plaintiff's employment with Defendant, and that Plaintiff's Counsel is not
25 currently aware of any facts or legal theories upon which any claims or causes of action could be
26 brought against Defendant, excepting those facts or legal theories alleged in the Operative
27 Complaint in this Action. This release does not include claims which cannot be released by
28 California law such as unemployment or Worker's Compensation benefits.

49. Class Certification. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not request exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final Approval for any reason, the Parties' stipulation to class certification as part of the Settlement Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserve its rights and declares that Defendant will continue to oppose class certification and contest the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court fail to grant Final Approval.

50. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final approval of this class action Settlement. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for preliminary and final approval. Plaintiff agrees to provide Defendant the opportunity to review both the Preliminary Approval Motion and Final Approval Motion, and to consider Defendant's comments before filing either motion.

51. Submission of Settlement to LWDA. This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699(s)(2). At the same time Plaintiff files with the Court the Preliminary Approval Motion accompanied with this Agreement, Class Counsel will submit the Agreement to the LWDA through its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

52. Release of Claims by Class Members. Settlement Class Members release the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

53. Release of Settled PAGA Claims. Plaintiff, on behalf of the State of California and LWDA, release the "Settled PAGA Claims," as defined, as of the Effective Date.

54. Settlement Administration. Within fourteen (14) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

55. Notice to the Class. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days after receiving the Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

a. Undeliverable Notices. Any Notice of Class Settlement returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator will conduct its investigation for an updated address of the Class Member and re-mail the Notice of Class Action Settlement. If an updated address is found, the Settlement Administrator shall have seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

(1) Verification of Class Member Employment Status. If Notice of Class Action Settlement sent to a Class Member is determined to be undeliverable, the Settlement Administrator shall verify the employment status of the Class Member with Defendant within five (5) days of receipt of the undeliverable Notice of Class Action Settlement. If the Class Member is a current employee of Defendant, Defendant shall take all reasonable efforts to obtain the current

1 address from the Class Member and shall provide the same with seven
2 (7) days of notice from the Settlement Administrator.

3 b. Disputes Regarding Individual Settlement Payments. Class Members will have
4 the opportunity, should they disagree with Defendant's records regarding the number of Compensable
5 Pay Periods attributed to them in the Class Notice, to provide documentation and/or an explanation to
6 show contrary information by the Response Deadline. The dispute form must: (a) contain the full
7 name, address, and telephone number of the Class Member, and the last four digits of the Class
8 Member's social security number or full employee ID number; (b) contain the case name and case
9 number; (c) contain a clear statement by the Class Member that he or she is disputing the number of
10 Compensable Workweeks and the basis for the dispute; (d) be signed by the Class Member; and (e)
11 be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
12 envelope on the dispute form, or the date the e-mail is sent, shall be the exclusive means used to
13 determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator
14 will consult with the Parties to determine whether an adjustment is warranted. The Settlement
15 Administrator shall then determine the eligibility for, and the amounts of, any Individual Class
16 Payments and/or Individual PAGA Payments under the terms of this Agreement. In the absence of
17 circumstances indicating fraud, manipulation or destruction, Defendant's records shall be presumed
18 to be accurate. The Court has final say regarding the validity and final decision regarding any Pay
19 Period disputes.

20 c. Request for Exclusion. Class Members who wish to exclude themselves from
21 the Settlement must mail or email to the Settlement Administrator a Request for Exclusion by the
22 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone
23 number of the Class Member, and the last four digits of the Class Member's social security number;
24 (b) contain the case name and case number; (c) contain a clear statement by the Class Member that he
25 or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be
26 postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
27 envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive means
28 used to determine whether it has been timely submitted. Any Class Member who requests to be

1 excluded from the Settlement Class shall not be entitled to any Individual Class Payment, shall not
2 release any of the Released Claims by Settlement Class Members, and shall not have any right to
3 object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for
4 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any
5 Final Approval Order and Judgment entered in this Action. Any Class Member who submits a valid
6 and timely Request for Exclusion cannot opt-out of PAGA portion of this Settlement and will still
7 receive their share of the PAGA portion of this Settlement and be bound by the PAGA release. The
8 Court has final say regarding the validity and authenticity of any Requests for Exclusion.

9 d. Objections. Class Members who wish to object to the Settlement can either
10 mail or email to the Settlement Administrator a written Objection by the Response Deadline. The
11 Objection should: (a) contain the full name, address, and telephone number of the Class Member,
12 and the last four digits of the Class Member's social security number; (b) contain the case name and
13 case number; (c) the dates of employment of the Class Member; (d) be signed by the Class Member;
14 (e) state the basis for the Objection, including any legal briefs, papers or memoranda in support of
15 the Objection; and (f) be postmarked by the Response Deadline. The date of the postmark on the
16 return mailing envelope on the Objection, or the date the email was sent, shall be the exclusive
17 means used to determine whether the Objection has been timely submitted. Class Members who
18 submit a timely Objection will have a right to appear at the final approval hearing in order to have
19 their Objection heard by the Court. At no time shall any of the Parties or their counsel seek to solicit
20 or otherwise encourage Class Members to submit Objections to the Settlement or appeal from the
21 Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with
22 respect to any such Objections. The Settlement Administrator will provide the Parties with any
23 Objection within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all
24 Objections with the Court in advance of the Final Approval Hearing. Oral or written Objections may
25 also be made at the Final Approval hearing without a written objection or notice of intent to appear
26 being submitted. If the Court rejects the objection, the individual will be bound by the terms of the
27 Settlement.

1 e. If greater than fifteen (15) percent of the Class Members opt out or object to
2 this Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount
3 is 15% or more, Defendant will have the right to rescind and terminate the Settlement without
4 prejudice to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and
5 any funds to be awarded shall be returned to their respective statuses as of the date and time
6 immediately prior to the execution of this Agreement.

7 f. Except for those Settlement Class Members who exclude themselves in
8 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
9 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
10 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
11 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
12 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
13 of the Settlement.

14 56. Funding Gross Settlement Amount. After the Effective Date, Defendant agrees to pay
15 a sum equal to \$575,000 (the "Gross Settlement Amount") to fund the settlement of this action within
16 thirty (30) calendar days. The Settlement is "all-in", non-reversionary and no funds will return to
17 Defendant. Payments of any appropriate and lawfully-required employer share of the payroll taxes on
18 the taxable portion of the settlement payments shall be paid by Defendant separately from and in
19 addition to the Gross Settlement Amount.

20 57. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
21 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
22 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
23 last known mailing address.

24 a. The Settlement Administrator shall calculate the total Compensable Work-
25 weeks and Compensable PAGA Pay Periods for all Settlement Class Members based on the Class
26 Information provided by Defendant. The respective Compensable Workweeks for each Settlement
27 Class Member will be divided by the total Compensable Workweeks for all Settlement Class
28 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation

will apply to determining the Payment Ratio for Compensable PAGA Pay Periods. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.

b. Individual Settlement Payments due to each Settlement Class Member shall be designated as follows:

1. Twenty-five percent (25%) of the Individual Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be deducted from the amount paid to Settlement Class Members. The Settlement Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

2. Fifty-five percent (55%) of the Individual Settlement Payment shall represent payment of all penalties. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

3. Ten percent (10%) business expenses. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

4. Ten percent (10%) of the Individual Settlement Payment shall represent payment of all interest. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

(a). Class Members With Missing/Unverifiable Social Security Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable IRS regulations on issuing 1099's without a social security number or tax entity identification number, and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross

1 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
2 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
3 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
4 least 30 days between the two contacts.

5 c. Uncashed Settlement Checks (Class and PAGA). Individual Settlement
6 Payment checks shall remain negotiable for one hundred and eighty (180) calendar days from the
7 postmark date of issuance. If the Individual Settlement Payment check is not cashed, deposited, or
8 otherwise negotiated by the Settlement Class Member within the 180-day deadline, the check will be
9 voided, and the funds associated with any such voided checks shall be paid to Legal Aid at Work's
10 Wage Protection Clinic pursuant to California Code of Civil Procedure section 384. Neither
11 Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any liability for lost or
12 stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of
13 settlement checks or failure to timely cash a settlement check within the 180-day period. The
14 Settlement Administrator shall send a reminder postcard to any Class Member whose settlement
15 distribution check has not been negotiated within sixty (60) days after the date of mailing.

16 d. Certification By Settlement Administrator. The Parties have the right to
17 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
18 Administrator concerning the administration of the Settlement will be resolved by the Court, under
19 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
21 completion of administration of the Settlement, the Settlement Administrator shall provide written
22 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
23 necessary.

24 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
25 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
26 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
27 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
28 Settlement Class Member to additional compensation or benefits under any company compensation

1 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
2 any Settlement Class Member to any increased pension and/or retirement, or other deferred
3 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
4 provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class
5 Members in connection with this Settlement, and that the Settlement Class Members are not entitled
6 to any new or additional compensation or benefits as a result of having received the Individual
7 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
8 compensation plan document that might have been in effect during the period covered by this
9 Settlement).

10 f. Class Representative Service Award. Defendant agrees not to oppose or object
11 to a Class Representative Service Award to Plaintiff of up to Seven Thousand Dollars (\$7,000.00),
12 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
13 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
14 and legally responsible to pay any and all applicable taxes on his Class Representative Service Award
15 and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties,
16 or interest arising as a result of the Class Representative Service Award payment. The Class
17 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
18 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
19 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
20 is not granted by the Court shall return to the Net Settlement Amount and be distributed to
21 Settlement Class Members as provided in this Settlement Agreement.

22 g. Class Counsel Award. Defendant agrees not to oppose or object to any
23 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
24 Settlement Amount, or One-Hundred and Ninety-One Thousand, Four Hundred and Seventy-Five
25 Dollars and Zero cents (\$191,475.00). Defendant further agrees not to oppose any application or
26 motion by Class Counsel for the reimbursement of any costs or expenses associated with Class
27 Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed \$17,000. Class
28 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made

1 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
2 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
3 upon the Court awarding Class Counsel any particular amount in attorneys’ fees and costs. Any
4 amount requested by Class Counsel for the Class Counsel Award and costs that are not granted by the
5 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
6 provided in this Agreement.

7 h. Settlement Administration Costs. The Settlement Administrator shall be paid
8 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
9 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
10 Fifteen Thousand Dollars (\$15,000.00). Prior to the filing of a motion for final approval of this
11 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs
12 of administration. Any amount requested by the Settlement Administrator for administration costs that
13 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
14 Class members as provided in this Settlement Agreement. Defendant will pay any fees incurred by
15 the Settlement Administrator if the settlement is not approved.

16 i. PAGA Payment. Thirty Thousand dollars (\$30,000) from the Gross Settlement
17 Amount will be allocated to penalties under PAGA. Seventy-five percent (75%) of that amount, or
18 \$22,500, will be paid to the LWDA and twenty-five (25%) of that amount, or \$7,500, will be paid to
19 the PAGA Members based upon Compensable PAGA Work Weeks as determined by the PAGA
20 Payment Ratio as set forth in Paragraph 25. This PAGA Payment is made pursuant to California
21 Labor Code § 2699(i).

22 58. Tax Liability: Class Counsel and Defendant make no representation as to the tax
23 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
24 Members are not relying on any statement or representation by Class Counsel or Defendant in this
25 regard. Plaintiff and Settlement Class Members understand and agree that they will be solely
26 responsible for the payment of any taxes and penalties assessed on their respective payments described
27 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
28 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or

1 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
2 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
3 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
4 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
5 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
6 be modified in a manner to bring Defendant into compliance with any such changes.

7 59. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
8 Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement
9 Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be
10 distributed by the Settlement Administrator within (10) calendar days of receipt of the full Gross
11 Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the
12 Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class
13 and PAGA Members addresses using the National Change of Address Database.

14 60. Additional Compensable Work Weeks. It is currently estimated that Class Members
15 worked 25,184 work weeks as confirmed by Defendant. Defendant shall provide Plaintiff within ten
16 (10) days of notice that Plaintiff intends to file a Motion for Preliminary Approval, the current number
17 of Compensable Work Weeks. If the number of Compensable Work Weeks identified during the Class
18 Period exceeds 10% or more of 25,184 Compensable Work Weeks (i.e., 25,184 Compensable Work
19 Weeks), the Gross Settlement Amount will be increased on a pro rata basis according to the number
20 of additional Compensable Work Weeks in excess of 10% percent of the total number of Compensable
21 Work Weeks during the Class Period.

22 61. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
23 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
24 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
25 the Class Counsel Awards; (c) the Class Representative Service Award; (d) PAGA Payment; and (e)
26 the Settlement Administration Costs.

27 62. Submission of Judgment to LWDA. Within 10 calendar days after Class Counsel's
28 receipt of the Court's approval of the Agreement and entry of a signed Final Approval Order and

1 Judgment, Class Counsel will submit the Final Approval Order and Judgment to the LWDA through
2 its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's
3 acknowledgment of receipt of the Final Approval Order and Judgment.

4 63. Nullification of Settlement Agreement Based on Lack of Court Approval. In the
5 event: (a) the Court does not enter the Order for preliminary approval of the Settlement; (b) the
6 Court does not finally approve the Settlement; (c) the Court does not enter a Final Approval Order
7 and Judgment as provided herein; (d) the Settlement does not become final for any other reason; or
8 (e) the Court fails or refuses to approve any material condition of this Settlement Agreement which
9 effects a fundamental change of the Settlement Agreement, this entire Settlement Agreement shall
10 be null and void and unenforceable as to all Parties herein at the option of any Party but remains
11 protected by California Evidence Code Section 1152, and any order or judgment entered by the
12 Court in furtherance of this Settlement shall be treated as void from the beginning. In such cases, the
13 Parties and any funds to be awarded under this Settlement shall be returned to their respective
14 statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties
15 shall proceed in all respects as if this Agreement had not been executed, except that any fees already
16 incurred by the Settlement Administrator shall be paid by Defendant. Further, if the Settlement
17 Agreement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations
18 under the Settlement Agreement, including any obligation by Defendant to pay the Settlement
19 Amount, or any amounts that otherwise would have been owed under this Settlement Agreement. In
20 the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other
21 appellate review is sought, administration of the Settlement shall be stayed pending final resolution
22 of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior
23 to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment,
24 or any other appellate review, shall be paid to the Settlement Administrator by the party or person
25 that filed the appeal, within thirty (30) calendar days of said notification.

26 64. Nullification of Settlement Based on Opt-Outs. In the event that twelve percent (12%)
27 or more of the Class Members opt-out of the Settlement, Defendant shall have the option of nullifying
28 the Settlement Agreement. In order to exercise this option, Defendant must notify Class Counsel in

1 writing within five (5) business days of learning from the Administrator that the number of opt-outs
2 equals twelve percent (12%) or more. In such a case, the Parties and any funds to be awarded shall
3 be returned to their respective statuses as of the date and time immediately prior the execution of the
4 Settlement Agreement.

5 65. No Admission by Defendant. Defendant denies any and all claims alleged in this
6 Action and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or
7 admission and shall not be used against Defendant as an admission or indication with respect to any
8 claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant's desire to settle
9 and compromise the matters at issue in the Action to avoid further substantial expense and the
10 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into
11 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
12 defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member, has
13 determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class be
14 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

15 66. Mutual Non-Disparagement. The Parties mutually agree that they shall not publicly
16 assert, declare, avow, lay claim to, or in any other manner represent that any of them engaged in
17 actions or conduct with the purpose of attempting to harass, embarrass, ridicule, demean, demote,
18 defame, or otherwise denigrate each other, and any of them, their good name(s), personal and/or
19 professional reputations, and/or community standing. In the event of an employment inquiry regarding
20 the Plaintiff, Defendant shall only provide dates of employment and last position held. The Parties
21 and their counsel agree not to issue any press releases, initiate contact with press, or respond to press
22 inquiry regarding the Settlement.

23 67. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize
24 the settlement, including the Memorandum of Understanding, the fact of the Settlement, its
25 terms or contents, and the negotiations underlying the Settlement, in any manner or form,
26 directly or indirectly, to any person or entity, except potential class members and as shall be
27 contractually required to effectuate the terms of the Settlement as set forth herein. For the
28 avoidance of doubt, this section means Plaintiff and Class Counsel will not issue press releases,

1 communicate with, or respond to any media or publication entities, publish information in
2 manner or form, whether printed or electronic, on any medium or otherwise communicate,
3 whether by print, video, recording or any other medium, with any person or entity concerning
4 the Settlement, including the fact of the Settlement, its terms or contents and the negotiations
5 underlying the Settlement, except as shall be contractually required to effectuate the terms of the
6 Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to
7 prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the
8 Parties in this action and the venue/case number of this action (but not any other settlement
9 details) for such purposes.

10 68. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
12 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
13 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
14 constitute a part of this Agreement.

15 69. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
16 except such proceedings necessary to implement and complete the Settlement, holding the Action in
17 abeyance pending the final approval hearing to be conducted by the Court.

18 70. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
19 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
20 with this Agreement shall be resolved as follows:

21 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
22 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has
23 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
24 alleged violation.

25 b. Upon receiving notice of the alleged violation or dispute, the responding Party
26 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
27 with the reasons why the Party disputes all or part of the allegation.

1 c. If the response does not address the alleged violation to the initiating Party's
2 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
3 differences.

4 d. If Class Counsel and Defendant's Counsel are unable to resolve their
5 differences after twenty (20) calendar days, either Party shall first contact the mediator (Todd Smith,
6 Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion
7 for enforcement with the Court. The briefing of such motion should be in letter brief form and shall
8 not exceed five (5) single-spaced pages (excluding exhibits).

9 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
10 this Section may be recovered by any Party that prevails under the standards set forth within the
11 meaning of applicable law.

12 71. Notice. Unless otherwise specifically provided herein, all notices, demands or other
13 communications given hereunder shall be in writing and shall be deemed to have been duly given as
14 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
15 mail, return receipt requested, addressed:

16 To the Settlement Class:

17 THE WHEELER LAW FIRM, APC
18 Scott Ernest Wheeler
19 Justin A. Wheeler
20 250 West First Street, Suite 216
21 Claremont, California 91711
22 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

23 To Defendant:

24 CDF LABOR LAW LLP
25 Marie D. DiSante, State Bar No. 138267
26 mdisante@cdflaborlaw.com
27 Dalia Z. Khatib, State Bar No. 323712
28 dkhatib@cdflaborlaw.com
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
Telephone: (949) 622-1661

72. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties and approved by the Court.

73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

75. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

76. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

77. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,

1 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
2 part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
3 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
4 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
5 all related documents such as the notices, and motions for preliminary and final approval, shall,
6 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
7 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
8 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of
9 this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is not
10 approved, the stipulation will be of no force or effect.

11 78. California Law Governs. All terms of this Settlement Agreement and the Exhibits
12 hereto shall be governed by and interpreted according to the laws of the State of California.

13 79. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
14 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
15 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

16 80. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6
17 and California Rules of Court. Rule 3.769(h), the Court shall retain jurisdiction with respect to the
18 interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all
19 orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit
20 to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
21 settlement embodied in this Agreement and all orders and judgments entered in connection therewith.
22 All terms of this Settlement Agreement are subject to approval by the Court.

23 81. Construction. The Parties hereto agree that the terms and conditions of this Settlement
24 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
25 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
26 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
27 and Defendant expressly waive the common-law and statutory rule of construction that ambiguities
28 should be construed against the drafter of an agreement and further agree, covenant, and represent that

the language in all parts of this Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning.

82. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

83. Attorneys' Fees and Costs. Except as expressly provided in this Agreement, Defendant and Plaintiff will each bear their own attorney's fees and costs.

84. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

85. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

86. Labor Code § 206.5 Inapplicable. It is acknowledged that all individual settlement payments made pursuant to this Agreement are on disputed claims and that Plaintiff, each Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

87. Voluntary Agreement. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,

or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

88. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

89. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange by facsimile or electronic image (i.e., as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (i.e., with DocuSign).

90. Invalidity of Any Provision. Before declaring any provision of this Settlement 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.

Dated: 10/28/2025

By: 
AIDEE FABIAN

Dated: _____

By: _____
FRUTH CUSTOM PLASTICS, INC.

Title:

or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

88. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

89. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange by facsimile or electronic image (i.e., as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (i.e., with DocuSign).

90. Invalidity of Any Provision. Before declaring any provision of this Settlement 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.

Dated: _____

By: _____
AIDEE FABIAN

Dated: 10/21/2025

By: _____
DocuSigned by:
Jaime Read
A52EC0F87A004B5...
FRUTH CUSTOM PLASTICS, INC.

Jaime Read

Title: General Manager

1 **APPROVED AS TO FORM:**

2 Dated: October 28, 2025

THE WHEELER LAW FIRM, APC

3 

4 By: _____

5 Scott Ernest Wheeler

6 Justin A. Wheeler

7 *Attorneys for Plaintiff and the Putative Class*

8 Dated:

CDF LABOR LAW LLP

9
10 By: _____

11 Marie D. DiSante

12 Dalia Z. Khatib

13 *Attorneys for Defendant*

1 **APPROVED AS TO FORM:**

2 Dated:

THE WHEELER LAW FIRM, APC

3
4 By: _____
5 Scott Ernest Wheeler
6 Justin A. Wheeler

7 *Attorneys for Plaintiff and the Putative Class*

8 Dated: October 28, 2025

CDF LABOR LAW LLP

9
10 By:  _____
11 Marie D. DiSante
12 Dalia Z. Khatib

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14 *Attorneys for Defendant*
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