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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHARLES LAIZURE and BENJAMIN
BRAVO, Individually, and on behalf of other
members of the general public similarly situated,

Plaintiff,

vs.

ALLWIRE, INC., a California Corporation;
ALAN HOPKINS, an individual; and DOES 1-
10, inclusive,

Defendants.

Case No.: MCV087990

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Charles Laizure and Benjamin Bravo (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Allwire, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

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

1. “Action” means *Laizure vs. Allwire, Inc.*, No. MCV087990 (Madera County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Eight Thousand Three Hundred Thirty Three Dollars (\$108,333). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand dollars (\$15,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Sullivan & Yaeckel Law Group, APC and Capstone Law APC.

4. “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 and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the

respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time during the Class Period.

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

7. “Class Period” means the period from November 8, 2018 through February 28, 2025.

8. “Class Representative Enhancement Payments” means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) to Plaintiff Benjamin Bravo, and Five Thousand Dollars \$5,000 to Plaintiff Charles Laizure.

9. “Court” means the Madera County Superior Court.

10. “Defendant” means Defendant Allwire, Inc.

11. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Gross Settlement Amount” means the Gross Settlement Amount of Three Hundred Twenty Five Thousand Dollars (\$325,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by

1 Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual
2 claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as
3 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
4 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
5 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
6 Settlement Amount.

7 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
8 Member's respective shares of the Net Settlement Fund and PAGA Fund.

9 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
10 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
11 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
12 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
13 Defendant.

14 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
15 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
16 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
17 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
18 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
19 at the final fairness hearing.

20 17. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
21 employees in the State of California at any time during the PAGA Period.

22 18. "PAGA Period" means the period from September 4, 2021 through February 28, 2025.

23 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
24 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
25 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
26 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Forty Thousand Dollars (\$40,000)
27 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-
28 Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be

paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

20. “Parties” means Plaintiffs and Defendants collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiffs” means Plaintiffs Charles Laizure and Benjamin Bravo.

23. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaint, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint during the Class Period.

25. “Released PAGA Claims” means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs’ LWDA letter during the PAGA Period.

26. “Released Parties” means Defendant, its past or present officers, including Alan Hopkins and as Owner, Director and Officer of Defendant Allwire, Inc., as well as, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

28. “Response Deadline” means the deadline by which Class Members must postmark or

1 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
2 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
3 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
4 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
5 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
6 the U.S. Postal Service is open.

7 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement
8 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
9 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
10 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
11 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
12 any such costs in excess of the amount represented by the Settlement Administrator as being the
13 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
14 approximately 75 Class Members, the Settlement Administration Costs are currently estimated to be
15 Three Thousand Nine Hundred Seventy-Three Dollars and Eighty Five Cents (\$3,973.85).

16 30. "Settlement Administrator" means CAC Services Group, LLC or any other third-party
17 class action settlement administrator agreed to by the Parties and approved by the Court for the purposes
18 of administering this Settlement. The Parties each represent that they do not have any financial interest in
19 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
20 could create a conflict of interest.

21 31. "Workweeks" means the number of days of employment for each Class Member during
22 the Class Period. All Class Members will be credited with at least one Workweek during the Class
23 Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

24 **TERMS OF AGREEMENT**

25 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as
26 follows:

27 32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
28 the Gross Settlement Amount of Three Hundred Twenty Five Thousand Dollars (\$325,000) into a

1 Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the
2 employer's share of payroll taxes, which shall be calculated by the Settlement Administrator, separately.
3 After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement
4 Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative
5 Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs.
6 Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within
7 twenty one (21) calendar days of the Effective Date ("Funding Date").

8 33. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
9 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
10 One Hundred Eight Thousand Three Hundred Thirty Three Dollars (\$108,333), plus the reimbursement
11 of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the
12 Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand
13 dollars (\$15,000.00), both of which will be paid from the Gross Settlement Amount. The award of
14 attorneys' fees will be divided between Class Counsel as follows: (a) Seventy Percent (70%) Sullivan &
15 Yaeckel Law Group, APC; and (b) Thirty Percent (30%) to Capstone Law APC.

16 34. Class Representative Enhancement Payments. In exchange for a general release, and in
17 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
18 agree not to oppose or impede any application or motion for Class Representative Enhancement
19 Payments of Ten Thousand Dollars (\$10,000) to Plaintiff Bravo and Five Thousand Dollars (\$5,000) to
20 Plaintiff Laizure. The Class Representative Enhancement Payments will be paid from the Gross
21 Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to
22 the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the
23 Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement
24 Agreement shall remain in full force and effect even if the full amount of Class Representative
25 Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

26 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount, which is currently estimated to be Three Thousand Nine Hundred Seventy-Three

Dollars and Eighty-Five Cents (\$3,973.85). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Forty Thousand Dollars (\$40,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

40. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

40(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's

1 estimated "Individual Settlement Payment" from the Net Settlement Fund,
2 the Settlement Administrator will use the following formula: The Net
3 Settlement Fund will be divided by the aggregate total number of
4 Workweeks during the Class Period, resulting in the "Workweek Value."
5 Each Class Member's "Individual Settlement Payment" will be calculated
6 by multiplying each individual Class Member's total number of Workweeks
7 by the Workweek Value. The Individual Settlement Payment will be
8 reduced by any required deductions for each Participating Class Member as
9 specifically set forth herein, including employee-side tax withholdings or
10 deductions. The entire Net Settlement Fund will be disbursed to all Class
11 Members who do not submit timely and valid Requests for Exclusion. If
12 there are any valid and timely Requests for Exclusion, the Settlement
13 Administrator shall proportionately increase the Individual Settlement
14 Payment for each Participating Class Member according to the number of
15 Workweeks worked, so that the amount actually distributed to the
16 Settlement Class equals 100% of the Net Settlement Fund.

17 40(b) Payments from the PAGA Fund. Defendant will calculate the total number
18 of Workweeks worked by each PAGA Member during the PAGA Period
19 and the aggregate total number of Workweeks worked by all PAGA
20 Members during the PAGA Period. To determine each PAGA Member's
21 estimated "Individual Settlement Payment," the Settlement Administrator
22 will use the following formula: The PAGA Fund will be divided by the
23 aggregate total number of Workweeks during the PAGA Period, resulting in
24 the "PAGA Workweek Value." Each PAGA Member's "Individual
25 Settlement Payment" will be calculated by multiplying each individual
26 PAGA Member's total number of Workweeks by the PAGA Workweek
27 Value. The entire PAGA Fund will be disbursed to all PAGA Members.

28 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

1 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
2 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
3 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
4 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
5 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
6 or amounts to which any Class Members may be entitled under any benefit plans.

7 42. Administration Process. The Parties agree to cooperate in the administration of the
8 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
9 administration of the Settlement.

10 43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
11 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

12 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
13 List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via
14 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
15 List.

16 45. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
17 Settlement Administrator will perform a search based on the National Change of Address Database for
18 information to update and correct for any known or identifiable address changes. Any Class Notices
19 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
20 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the
21 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
22 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
23 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
24 address and/or Social Security Number of the Class Member involved, and will then perform a single re-
25 mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by
26 request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline,
27 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

28 46. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will

provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

47. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. If the number of valid Requests for Exclusion identified in the

1 Exclusion List exceeds 10.00% of the total of all Class Members, Defendant may, but is not obligated, to
2 withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be
3 void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation
4 to perform under this Agreement; provided, however, Defendant will remain responsible for paying all
5 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
6 Court of its election to withdraw not later than 15 days after the Administrator sends the final Exclusion
7 List to Defense Counsel; late elections will have no effect.

8 50. Escalator. Defendant represents that as of February 28, 2025, Class Members worked an
9 aggregate total of approximately 6,984 Workweeks during the Class Period. If the actual aggregate total
10 of Workweeks worked during the Class Period is greater than Ten Percent (10%) of this estimate, then
11 Defendant must either: (a) increase the Gross Settlement Amount proportionately for each Workweek
12 above the 10 Percent (10%) allowance (e.g., if the total number of Workweeks increases by 15%, the
13 Gross Settlement Amount will increase by 5%); or (b) advance the end date of the Class Period and
14 PAGA Period to the last date on which the total number of Workweeks worked by Class Members in
15 aggregate during the Class Period is no greater than 7,683.

16 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
17 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
18 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
19 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
20 Settlement.

21 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such
22 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
23 together and individually, on their behalf and on behalf of their respective heirs, executors,
24 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
25 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

26 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
27 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
28 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,

1 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
2 Released PAGA Claims during the PAGA Period.

3 54. Objection Procedures. To object to the Settlement Agreement, a Class Member may
4 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
5 Deadline or appear in person at the Final Approval Hearing. Class Members who fail to object either by
6 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
7 deemed to have waived all objections to the Settlement and will be foreclosed from making any
8 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
9 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
10 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
11 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
12 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
13 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
14 Class Member shall not participate in or be bound by the Settlement.

15 55. Certification Reports Regarding Individual Settlement Payment Calculations. The
16 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
17 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
18 the Settlement, and whether any Class Member has submitted a challenge to any information contained
19 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
20 Administrator will provide to counsel for both Parties any updated reports regarding the administration
21 of the Settlement Agreement as needed or requested.

22 56. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
23 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
24 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and
25 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
26 services performed in connection with the Settlement.

27 57. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
28 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for

1 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State
2 Controller's Office, Unclaimed Property Division in the name of each Class Member who did not
3 negotiate his or her check, thereby leaving no "unpaid residue" subject to the requirements of California
4 Code of Civil Procedure Section 384, subd. (b).

5 58. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 59. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
9 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be
10 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be
11 allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA
12 Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be
13 issued.

14 60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
17 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
18 and penalties to the appropriate government authorities.

19 61. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
20 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members
21 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
22 Administrator in this regard.

23 62. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
24 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
25 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
26 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
27 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
28 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR

1 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
2 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
3 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
4 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
5 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
6 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
7 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
9 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
10 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
13 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
14 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

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

22 64. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
23 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
24 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
25 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

27 65. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
28 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval

1 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
2 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
3 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
4 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
5 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
6 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
7 drafting all documents necessary to obtain preliminary approval.

8 66. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
10 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
11 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
12 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
13 Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will
14 be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
15 responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

16 67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
17 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
18 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
19 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
20 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
21 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
22 Administrator's website.

23 68. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
24 all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the
25 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
26 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
27 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
28 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive

any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

Plaintiffs understand and agree that in accordance with the Older Workers Benefit Protection Act, Plaintiffs: Have had up to 21 days within which to consider this Agreement before executing it. Plaintiffs agree that if Employees elect to sign the agreement in less than 21 days, Plaintiffs do so voluntarily and without pressure or coercion from Defendant and waives any further period of consideration; Have carefully read and fully understands all of the provisions of this Agreement and that the provisions of this Agreement are written in a manner designed to be understood by Plaintiffs; Is, through this Agreement, releasing Defendants from any and all rights or claims Plaintiffs may have against Defendants under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“ADEA”); Knowingly and voluntarily intends to be legally bound by the same; Were advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Plaintiffs’ choice before executing this Agreement; Have a full seven days following the execution of this Agreement to revoke this Agreement and have been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired; Understand that rights or claims under the ADEA that may arise after the date this Agreement is executed are not waived; Plaintiffs further understand, however, that such rights will not arise against Defendants in light of this Agreement.

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

70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the

1 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
2 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
3 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
4 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
5 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
6 contradict the terms of this Settlement Agreement.

7 71. Amendment or Modification. No amendment, change, or modification to this Settlement
8 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
9 by the Court.

10 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
12 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
13 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
14 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
15 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
16 reach agreement on the form or content of any document needed to implement the Settlement, or on any
17 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
18 may seek the assistance of the Court to resolve such disagreement.

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

21 74. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
22 will be governed by and interpreted according to the laws of the State of California.

23 75. Execution and Counterparts. This Settlement Agreement is subject only to the execution
24 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
26 copies of the signature page, will be deemed to be one and the same instrument.

27 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this

Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

78. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

79. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

80. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to

1 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
2 offered or received as evidence in any action or proceeding to establish any liability or admission on the
3 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
4 compliance with, federal, state, local or other applicable law.

5 81. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
6 that they will not issue any press releases, initiate any contact with the press, respond to any press
7 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

8 82. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
9 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 83. Enforcement Actions. In the event that one or more of the Parties institutes any legal
12 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
13 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
14 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
15 expert witness fees incurred in connection with any enforcement actions.

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

21 85. Representation By Counsel. The Parties acknowledge that they have been represented
22 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
23 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
24 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

27 87. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
28 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this

Settlement Agreement.

88. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 6/12/2025

Signed by:
Charles Laizure
75C21B072C954C9...
Charles Laizure

PLAINTIFF

Dated: 6/27/2025

Signed by:
Benjamin Bravo
C7D6D26FDEB4477...
Benjamin Bravo

DEFENDANT ALLWIRE, INC.

Dated:

Please Print Name of Authorized Signatory

1 Settlement Agreement.

2 88. Binding Agreement. The Parties warrant that they understand and have full authority to
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5 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
6 otherwise might apply under federal or state law.

7 **READ CAREFULLY BEFORE SIGNING**

8 **PLAINTIFF**

9
10 Dated: _____

Charles Laizure

12 **PLAINTIFF**

13
14 Dated: _____

Benjamin Bravo

16 **DEFENDANT ALLWIRE, INC.**

17
18 Dated: 6-3-75

Please Print Name of Authorized Signatory
ALAN HOPKINS