

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JOSE SALDANA and JOEL ORTEGA, as
aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”), and on behalf
of the State of California and other aggrieved
employees,

Plaintiffs,

vs.

HYDROCHEM LLC, a Delaware limited
liability company; PSC INDUSTRIAL, INC., a
Delaware corporation; PSC INDUSTRIAL
OUTSOURCING, LP, a Delaware limited
partnership; AQUILEX LLC, a Delaware
limited liability company; PSC, LLC, a limited
liability company of unknown origin; PSC
INDUSTRIAL, LLC, a limited liability
company of unknown origin; and DOES 1
through 10, inclusive,

Defendants.

Case No.: MSC19-02624

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

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

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs Jose Saldana and Joel Ortega
4 (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and
5 Defendant Hydrochem LLC (“Defendant”) (collectively with Plaintiffs, the “Parties”).

6 **DEFINITIONS**

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

9 1. “Action” means *Saldana, et al. v. Hydrochem LLC, et al.*, Contra Costa County Superior
10 Court Case No. MSC19-02624.

11 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
12 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
13 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
14 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
15 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
16 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
17 Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Class Settlement
18 Amount, or Four Hundred Sixty Thousand Dollars (\$460,000.00). The Attorneys’ Fees and Costs will
19 also mean and include the additional reimbursement of any costs and expenses associated with Class
20 Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to
21 the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and
22 reimbursement of costs as set forth above.

23 3. “Class Counsel” means Capstone Law APC and Matern Law Group, PC.

24 4. “Class List” means a complete list of all Class Members that Defendant will diligently
25 and in good faith compile from its records and provide to the Settlement Administrator and to Class
26 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List
27 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most
28 recent mailing address and telephone number; Social Security number; dates of employment; the

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

3 5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendant
4 as non-exempt, hourly employees in California at any time from October 10, 2018 through September
5 17, 2021.

6 6. "Class Period" means the period from October 10, 2018 through September 17, 2021.

7 7. "Class Representative Enhancement Payments" means the amounts to be paid to
8 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,
9 and for their general release of claims. Subject to the Court granting final approval of this Settlement
10 Agreement, Plaintiffs will request Court approval of Class Representative Enhancement Payments of
11 Ten Thousand Dollars (\$10,000.00) each.

12 8. "Class Settlement Amount" means the Class Settlement Amount of One Million Three
13 Hundred Eighty Thousand Dollars (\$1,380,000.00), to be paid by Defendant in full satisfaction of all
14 Released Claims arising from the Action, which includes all Individual Settlement Payments, Attorneys'
15 Fees and Costs, the Class Representative Enhancement Payments, the LWDA Payment, and Settlement
16 Administration Costs. This Class Settlement Amount has been agreed to by Plaintiffs and Defendant
17 based on the aggregation of the agreed-upon settlement value of individual claims. In no event will
18 Defendant be liable for more than the Class Settlement Amount except as otherwise explicitly set forth
19 herein. There will be no reversion of the Class Settlement Amount to Defendant. Defendant will be
20 separately responsible for any employer payroll taxes required by law, including the employer FICA,
21 FUTA, and SDI contributions, which shall not be paid from the Class Settlement Amount.

22 9. "Court" means the Contra Costa County Superior Court.

23 10. "Defendant" means Defendant Hydrochem LLC.

24 11. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn
25 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to
26 the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final
27 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
28 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests

1 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

2 12. "Final Approval" means the date on which the Court enters an order granting final
3 approval of the Settlement Agreement.

4 13. "Individual Settlement Payment" means each Participating Class Member's respective
5 share of the Net Settlement Amount.

6 14. "LWDA Payment" means the amount that the Parties have agreed to pay to the Labor
7 and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys
8 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that One
9 Hundred Thousand Dollars (\$100,000.00) of the Class Settlement Amount will be allocated to the
10 resolution of Class Members' claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent
11 (75%), or Seventy Five Thousand Dollars (\$75,000.00), of the PAGA Settlement Amount will be paid to
12 the California Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or Twenty
13 Five Thousand Dollars (\$25,000.00), of the PAGA Settlement Amount will be included in the Net
14 Settlement Amount.

15 15. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining
16 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
17 LWDA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
18 to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendant.

19 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
20 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full
21 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
22 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
23 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
24 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the
25 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,
26 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
27 Settlement, by appeal or otherwise.

28 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form

1 attached as Exhibit A.

2 18. “Parties” means Plaintiffs and Defendant collectively.

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

5 20. “Plaintiffs” means Plaintiffs Jose Saldana and Joel Ortega.

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

8 22. “Released Claims” means all claims, rights, demands, liabilities, and causes of action,
9 arising from, or related to, the same set of operative facts as those set forth in the operative complaint,
10 including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all
11 claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination
12 based on the preceding claims; (v) all claims for the failure to timely pay wages during employment
13 based on the preceding claims; (vi) all claims for the failure to reimburse for necessary business
14 expenses; (vii) all claims for the failure to reimburse for the costs of mandatory physical examinations
15 and/or drug tests; (viii) all claims for the failure to provide written notice of paid sick leave; (ix) all
16 claims for the failure to provide one day’s rest in seven; (x) all claims for wage statement violations
17 based on the preceding claims; and (xi) all claims asserted through California Business & Professions
18 Code §§ 17200, *et seq.*, and California Labor Code §§ 2698, *et seq.* based on the preceding claims that
19 arose during the Class Period.

20 23. “Released Parties” means Defendant, its past or present officers, directors, shareholders,
21 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
22 reinsurers, and its successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if
23 any.

24 24. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
25 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
26 address, telephone number and last four digits of the Social Security Number of the Class Member
27 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
28 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;

1 and (v) be faxed or postmarked on or before the Response Deadline.

2 25. "Response Deadline" means the deadline by which Class Members must postmark or
3 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
4 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial
5 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day
6 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
7 on which the U.S. Postal Service is open.

8 26. "Settlement Administration Costs" means the costs payable from the Class Settlement
9 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
10 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
11 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
12 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
13 any such costs in excess of the amount represented by the Settlement Administrator as being the
14 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
15 approximately One Thousand Three Hundred (1300) Class Members, the Settlement Administration
16 Costs are currently estimated to be Sixteen Thousand Dollars (\$16,000.00).

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

22 28. "Workweeks" means the number of days of employment for each Class Member during
23 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
24 the nearest whole number. All Class Members will be credited with at least one Workweek.

25 **TERMS OF AGREEMENT**

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

27 29. Second Amended Complaint. The Parties agree to work cooperatively and stipulate to
28 conditionally amend the First Amended Complaint ("FAC"), for settlement purposes only, to add class

1 action claims to the FAC covering the underlying claims in the current operative FAC. Should this
2 settlement not ultimately be finalized or approved by the Court, the Parties' stipulation will render the
3 FAC as the operative Complaint moving forward.

4 30. Funding of the Class Settlement Amount. Defendant will make a one-time deposit of the
5 Class Settlement Amount of One Million Three Hundred Eighty Thousand Dollars (\$1,380,000.00) into
6 a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay
7 the employer's share of payroll taxes separately. After the Effective Date, the Class Settlement Amount
8 will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class
9 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement
10 Administration Costs. Defendant will deposit the Class Settlement Amount and the employer's share of
11 payroll taxes within fifteen (15) calendar days after the Effective Date ("Funding Date").

12 31. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
13 motion by Class Counsel for Attorneys' Fees and Costs of not more than Four Hundred Sixty Thousand
14 Dollars (\$460,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with
15 Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations
16 costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Class
17 Settlement Amount. Class Counsel will divide any fee award as follows: Eighty Percent (80%) to
18 Capstone Law APC and Twenty Percent (20%) to Matern Law Group, PC.

19 32. Class Representative Enhancement Payments. In exchange for general releases, and in
20 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendant
21 agrees not to oppose or impede any application or motion for Class Representative Enhancement
22 Payments of Ten Thousand Dollars (\$10,000.00) to each Plaintiff (totalling \$20,000.00). The Class
23 Representative Enhancement Payments will be paid from the Class Settlement Amount and will be in
24 addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Plaintiffs will be
25 solely and legally responsible to pay any and all applicable taxes on their respective Class Representative
26 Enhancement Payment.

27 33. Settlement Administration Costs. The Settlement Administrator will be paid for the
28 reasonable costs of administration of the Settlement and distribution of payments from the Class

1 Settlement Amount, which is currently estimated to be Sixteen Thousand Dollars (\$16,000.00). These
2 costs, which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax
3 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
4 Notice Packets, calculating and distributing the Class Settlement Amount, and providing necessary
5 reports and declarations.

6 34. LWDA Payment. Subject to Court approval, the Parties agree that the amount of One
7 Hundred Thousand Dollars (\$100,000.00) from the Class Settlement Amount will be designated for
8 satisfaction of Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent
9 (75%), or Seventy Five Thousand Dollars (\$75,000.00), of this sum will be paid to the LWDA and
10 Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000.00), will become part of the
11 Net Settlement Amount.

12 35. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
13 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
14 Defendant.

15 36. Individual Settlement Payment Calculations. Individual Settlement Payments will be
16 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
17 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will
18 be made as follows:

19 36(a) Defendant will calculate the total number of Workweeks worked by each
20 Class Member during the Class Period and the aggregate total number of
21 Workweeks worked by all Class Members during the Class Period.

22 36(b) To determine each Class Member's estimated "Individual Settlement
23 Payment," the Settlement Administrator will use the following formula: The
24 Net Settlement Amount will be divided by the aggregate total number of
25 Workweeks, resulting in the "Workweek Value." Each Class Member's
26 "Individual Settlement Payment" will be calculated by multiplying each
27 individual Class Member's total number of Workweeks by the Workweek
28 Value.

1 36(c) The Individual Settlement Payment will be reduced by any required
2 deductions for each Participating Class Member as specifically set forth
3 herein, including employee-side tax withholdings or deductions.

4 36(d) The entire Net Settlement Amount will be disbursed to all Class Members
5 who do not submit timely and valid Requests for Exclusion. If there are any
6 valid and timely Requests for Exclusion, the Settlement Administrator shall
7 proportionately increase the Individual Settlement Payment for each
8 Participating Class Member according to the number of Workweeks
9 worked, so that the amount actually distributed to the Settlement Class
10 equals 100% of the Net Settlement Amount.

11 37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
12 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
13 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
14 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
15 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
16 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
17 or amounts to which any Class Members may be entitled under any benefit plans.

18 38. Administration Process. The Parties agree to cooperate in the administration of the
19 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
20 administration of the Settlement.

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

23 40. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
24 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
25 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
26 List.

27 41. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
28 Administrator will perform a search based on the National Change of Address Database for information

1 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
2 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
3 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
4 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
5 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
6 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
7 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
8 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
9 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
10 objection to the Settlement.

11 42. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
12 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
13 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
14 Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated
15 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
16 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
17 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
18 Exclusions or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

19 43. Disputed Information on Notice Packets. Class Members will have an opportunity to
20 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
21 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
22 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
23 decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will
24 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of
25 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

26 44. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
27 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
28 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of

1 receiving the defective submission to advise the Class Member that his or her submission is defective
2 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
3 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
4 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
5 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

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

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

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

21 48. Objection Procedures. To object to the Settlement Agreement, a Class Member must
22 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
23 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
24 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
25 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
26 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
27 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
28 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval

1 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
2 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
3 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
4 Class Members with respect to any such objections to this Settlement.

5 49. Certification Reports Regarding Individual Settlement Payment Calculations. The
6 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
7 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
8 the Settlement and whether any Class Member has submitted a challenge to any information contained
9 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
10 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

11 50. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
12 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class
13 Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also
14 issue a payment to itself for Court-approved services performed in connection with the Settlement.

15 51. Uncashed Settlement Checks. Funds represented by Individual Settlement Payment
16 checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for
17 more than one hundred and eighty (180) calendar days after issuance will be tendered to the settlement
18 cy pres beneficiary, Worksafe.

19 52. Certification of Completion. Upon completion of administration of the Settlement, the
20 Settlement Administrator will provide a written declaration under oath to certify such completion to the
21 Court and counsel for all Parties.

22 53. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
23 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
24 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
25 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

26 54. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
27 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,
28 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The

1 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
2 appropriate government authorities.

3 55. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
4 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
5 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
6 regard.

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

1 AGREEMENT.

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

6 58. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
7 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
8 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
9 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
10 likewise be treated as void from the beginning.

11 59. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
12 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
13 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
14 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness
15 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
16 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
17 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
18 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
19 drafting all documents necessary to obtain preliminary approval.

20 60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
21 deadlines to submit Requests for Exclusion or objections to the Settlement Agreement, and with the
22 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
23 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
24 the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the LWDA
25 Payment; and (v) Settlement Administration Costs. The final fairness hearing will not be held earlier than
26 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
27 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
28 attorneys' fees and costs application to be heard at the final approval hearing.

1 61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
2 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
3 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
4 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
5 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
6 as set forth in this Settlement Agreement.

7 62. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
8 all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the
9 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
10 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
11 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
12 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
13 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
14 Civil Code or similar provisions of applicable law which are as follows:

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

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

24 64. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
25 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
26 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
27 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
28 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and

1 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
2 contradict the terms of this Settlement Agreement.

3 65. Amendment or Modification. No amendment, change, or modification to this Settlement
4 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

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

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

16 68. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
17 will be governed by and interpreted according to the laws of the State of California.

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

22 70. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
23 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
24 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
25 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
26 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
27 fairness and reasonableness of this Settlement.

28 71. Invalidity of Any Provision. Before declaring any provision of this Settlement

1 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
2 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
3 valid and enforceable.

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

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

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

28 75. No Public Comment: The Parties and their counsel agree that they will not issue any

1 press releases, initiate any contact with the press, respond to any press inquiry, or have any
2 communication with the press about the fact, amount or terms of the Settlement.

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

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

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

16 79. Representation by Counsel. The Parties acknowledge that they have been represented by
17 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
18 this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs
19 and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

22 81. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
23 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
24 Settlement Agreement.

25 82. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
28 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that

1 otherwise might apply under federal or state law.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 8/24/2021

DocuSigned by:
Jose Saldana
E607991D75E44EB...

Jose Saldana

PLAINTIFF

Dated: _____

Joel Ortega

DEFENDANT HYDROCHEM LLC

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 8/24/2021

By: *Raul Perez*

Raul Perez

Attorneys for Plaintiffs Jose Saldana and Joel Ortega

MATERN LAW GROUP, PC

Dated: _____

By: _____
Matthew J. Matern
Launa Adolph
Deanna S. Leifer

Attorneys for Plaintiffs Jose Saldana and Joel Ortega

1 otherwise might apply under federal or state law.

2 **READ CAREFULLY BEFORE SIGNING**

3 **PLAINTIFF**

4 Dated: _____

5 _____
6 Jose Saldana

7 **PLAINTIFF**

8 Dated: Aug 23, 2021

9 
10 Joel ortega (Aug 23, 2021 17:03 PDT)
11 Joel Ortega

12 **DEFENDANT HYDROCHEM LLC**

13 Dated: _____

14 _____
15 _____
16 Please Print Name of Authorized Signatory

17 **APPROVED AS TO FORM**

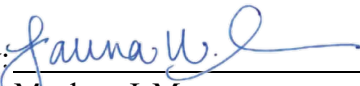
18 **CAPSTONE LAW APC**

19 Dated: _____

20 By: _____
21 Raul Perez
22 Attorneys for Plaintiffs Jose Saldana and Joel Ortega

23 **MATERN LAW GROUP, PC**

24 Dated: 8/23/2021

25 By: 
26 Matthew J. Matern
27 Launa Adolph
28 Deanna S. Leifer
Attorneys for Plaintiffs Jose Saldana and Joel Ortega

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Jose Saldana

PLAINTIFF

Dated: _____

Joel Ortega

DEFENDANT HYDROCHEM LLC

Dated: 8/24/21



Will Frederking

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez

Attorneys for Plaintiffs Jose Saldana and Joel Ortega

MATERN LAW GROUP, PC

Dated: _____

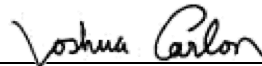
By: _____
Matthew J. Matern
Launa Adolph
Deanna S. Leifer

Attorneys for Plaintiffs Jose Saldana and Joel Ortega

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: August 24, 2021

By: 
Joshua Carlon

Attorneys for Defendant Hydrochem LLC

Exhibit A

Saldana v. Hydrochem LLC, No. MSC19-02624
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF CONTRA COSTA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Hydrochem LLC (“Defendant”) as a non-exempt, hourly employee in California at any time from October 10, 2018 through September 17, 2021.

On _____, the Honorable Edward G. Weil of the Contra Costa County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2022 in Department 39 of the Contra Costa County Superior Court located at 725 Court Street, Martinez, California 94533. You are not required to attend the hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Jose Saldana and Joel Ortega, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On July 19, 2021, the parties participated in a mediation with the Hon. Carl J. West (Ret.), an experienced and well-respected class action mediator. With Judge West’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Mattern Law Group, PC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,380,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Jose Saldana and Joel Ortega for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$460,000 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$75,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$16,000. After deducting the Class Representative Enhancement Payments, attorneys’ fees and costs, the payment to the LWDA, and the

Settlement Administrator's fees and expenses, a total of approximately ____ will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from October 10, 2018 through September 17, 2021 ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the "Workweek Point Value."
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims): All claims, rights, demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as those set forth in the operative complaint, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all claims for the failure to reimburse for the costs of mandatory physical examinations and/or drug tests; (viii) all claims for the failure to provide written notice of paid sick leave; (ix) all claims for the failure to provide one day's rest in seven; (x) all claims for wage statement violations based on the preceding claims; and (xi) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 2698, *et seq.* based on the preceding claims that arose during the Class Period.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2022. If you submit a request for exclusion which is not postmarked or faxed by _____, 2022, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All objections must be received by the administrator by not later than _____ 2022. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Contra Costa and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
CAPSTONE LAW APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: *Number*

Launa Adolph
MATERN LAW GROUP, P.C.
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Phone: *Number*

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.