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15

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**

18 **Gilbert Gonzales**, an individual,

19 Plaintiff,

20 vs.

21 **LRB Millwork & Casework, Inc.**, a California
22 corporation; **Rene Alberto Bernhardt**, an
23 individual; and **Does 1-10**, inclusive,

24 Defendants.
25
26
27
28

CASE NO. CIVSB2204728

[Assigned to Honorable David Cohn,
Department S-26]

CLASS ACTION

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

Complaint Filed: March 28, 2022
Trial Date: None Set

1 This Joint Stipulation of Settlement and Release of Class Action and PAGA Claim
2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Gilbert
3 Gonzales (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
4 situated, and Defendants LRB Millwork & Casework, Inc. and Rene Alberto Bernhardt (each
5 individually a “Defendant” and collectively, “Defendants”). Plaintiff and Defendants may be referred
6 to herein as the “Parties,” singularly as a “Party,” or by their designated names.

7 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the PAGA
8 Members, on the one hand, and Defendants, on the other hand, subject to the terms and conditions
9 herein and the approval of the Court.

10 This Agreement is subject to the approval of the Court, pursuant to California Rules of Court,
11 Rule 3.769(c), (d), and (e), and is made for the sole purpose of attempting to formalize settlement of the
12 Action on a class-wide basis subject to the following terms and conditions.

13 RECITALS

14 1. Plaintiff filed his Complaint on March 28, 2022, against Defendants in the San Bernardino
15 County Superior Court. Plaintiff’s lawsuit, entitled *Gilbert Gonzales v. LRB Millwork & Casework, Inc. and*
16 *Rene Alberto Bernhardt*, Case Number No. CIVSB2204728 (“Action”), set forth the following class-wide
17 causes of action: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime
18 wages; (3) failure to pay applicable prevailing wage rates; (4) failure to provide meal periods; (5) failure
19 to provide rest periods; failure to reimburse necessary business expenses; (6) failure to reimburse
20 necessary business expenditures; (7) failure to provide and maintain accurate records; (8) failure to
21 timely pay wages due; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004,
22 Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unfair Business Practices, Cal. Bus. & Prof. Code
23 §§ 17200, *et seq.* On July 26, 2022, a First Amended Complaint was filed by Plaintiff, which alleged
24 identical class-wide causes of action as supplemented with additional factual details about time rounding
25 policies in support. The Parties have agreed to file an amended PAGA letter alleging an additional date
26 worked by Plaintiff for Defendants.

27 2. Defendants deny all material allegations set forth in the Action and have asserted
28 numerous affirmative and other defenses in response to all claims, including the class, PAGA, and

1 individual claims alleged in the Action.

2 3. Notwithstanding the foregoing and in the interest of avoiding further litigation, the
3 Parties desire to fully and finally settle all class, PAGA, and individual claims as pleaded in the operative
4 Complaint or that could have been plead based on the facts alleged in the operative Complaint.

5 4. This Settlement Agreement is made and entered into by and between Plaintiff
6 individually, as a proxy for the State of California, and on behalf of all other allegedly similarly situated
7 and PAGA Members and Settlement Class Members on the one hand, and Defendants on the other
8 hand. This Settlement Agreement is subject to the terms and conditions herein, as well as the Court's
9 approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose
10 of compromising disputed claims, and that nothing herein is an admission of any liability or wrongdoing
11 by Defendants. The monies being paid as part of this settlement are genuinely disputed, and the Parties
12 agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement Agreement.

13 5. The Parties agree to abide by the terms of the Settlement Agreement in good faith, to
14 support the Settlement Agreement fully, and to use their best efforts to defend this Settlement
15 Agreement from any legal challenge, whether by appeal or collateral attack.

16 6. On June 27, 2023, the Parties participated in a full-day mediation before Hon. Jackson
17 Lucky (Ret.) (the "Mediator"), a well-respected mediator in the field of employment law and wage-and-
18 hour class and PAGA actions. At the mediation, the Parties agreed to the principal terms of this class
19 action and PAGA settlement and entered into a Memorandum of Understanding ("MOU") setting
20 forth those terms.

21 7. The settlement discussions before, during, and after mediation were conducted at arm's
22 length, and the settlement of the Action is the result of an informed and detailed analysis of Plaintiff's
23 claims and Defendants' potential liability in relation to the costs and risks associated with continued
24 litigation.

25 **DEFINITIONS**

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

28 1. "**Action**" means *Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al.*, San Bernardino

1 County Superior Court Case Number No. CIVSB2204728.

2 2. **“Aggrieved Employee(s)” or “PAGA Members”** means those Class Members who
3 worked during the PAGA Release Period and are entitled to an Individual PAGA Payment under the terms
4 of this Settlement.

5 3. **“Class Counsel’s Fees and Costs”** means attorneys’ fees agreed upon by the Parties
6 and approved by the Court for Class Counsel’s litigation and resolution of this Action. Class Counsel’s
7 Fees and Costs shall include all costs incurred and to be incurred by Class Counsel in the Action,
8 including, but not limited to, costs associated with documenting the Settlement, securing the Court’s
9 approval of the Settlement, responding to any objections to the Settlement and appeals arising
10 therefrom, administering the Settlement, and obtaining entry of a Judgment terminating this Action,
11 and expenses for any experts. Class Counsel will request attorneys’ fees not in excess of one-third of the
12 Gross Settlement Amount, or One-Hundred Thousand Dollars and Zero Cents (\$100,000). The Class
13 Counsel’s Fees and Costs will also mean and include the additional reimbursement of Class Counsel’s
14 actual reasonable costs incurred in connection with Class Counsel’s litigation and settlement of the
15 Action, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), subject to the Court’s approval.
16 Defendants agree not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth
17 above.

18 4. **“Settlement Administrator”** means a third-party class action settlement claims
19 administrator selected by Class Counsel and approved by the Court for purposes of administering this
20 Settlement. Class Counsel represents that they will not select a Settlement Administrator in which
21 either Party has any financial interest or other relationship that could create a conflict of interest.
22 Defendants and Defendants’ Counsel shall not be parties to any agreement or contract entered into with
23 the Settlement Administrator. None of the Parties or their legal counsel will be responsible for any errors
24 or omissions in the Settlement Administrator’s work product or calculations.

25 5. **“Settlement Administration Costs”** means the costs payable from the Gross
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
27 not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated
28 individual settlement amounts per Class Member, tax reporting, distributing the appropriate settlement

1 amounts, and providing necessary reports and declarations, and other duties and responsibilities set
2 forth herein to process this Settlement, as requested by the Parties. The Settlement Administration
3 Costs will be paid from the Gross Settlement Amount and shall not exceed \$15,000.

4 6. “**Class Counsel**” means Elliot J. Siegel, Julian Burns King, and Brent R. Boos of King &
5 Siegel LLP.

6 7. “**Class List**” means a complete list of all Class Members that Defendants will diligently
7 and in good faith compile from their records and provide to the Settlement Administrator within fifteen
8 (15) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a
9 readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of
10 Defendants or their agents, each Class Member’s name; last-known home or mailing address; last-
11 known telephone numbers; Social Security number or, as applicable, other Taxpayer Identification
12 Number; start and end date of employment; and number of weeks in which the Class Member recorded
13 performing work as a non-exempt employee of Defendants in the State of California during the Class
14 Period.

15 8. “**Class Member(s)**” or “**Settlement Class**” or the “**Class**” means “*all current and*
16 *former non-exempt, hourly employees of Defendants who worked at least one shift in California from March 28,*
17 *2018, to the date of Preliminary Approval of this Settlement, or September 27, 2023, whichever occurs first.*”
18 Defendants have estimated that, during the period from March 28, 2018, to November 1, 2022 (the
19 “Data Period”), there were approximately 57 Class Members recorded as performing work as non-
20 exempt, hourly employees of Defendants in the State of California. This representation is a material
21 term for Plaintiff entering into this Settlement.

22 9. “**Class Period**” means the period from March 28, 2022, to Preliminary Approval, or
23 September 27, 2023, whichever occurs first.

24 10. “**Class Representative**” means Plaintiff Gilbert Gonzales, who will seek to be appointed
25 as the representative for the Settlement Class.

26 11. “**Class Representative Enhancement Payment**” means the amount to be paid to
27 Plaintiff in recognition of his efforts and work in prosecuting this Action on behalf of Class Members
28 and negotiating the Settlement. Defendants agree not to dispute that the Class Representative will be

1 paid, subject to Court approval, up to Ten Thousand Dollars and Zero Cents (\$10,000.00) from the
2 Gross Settlement Amount for his services on behalf of the Class, subject to the Court granting Final
3 Approval of this Settlement Agreement and subject to the exhaustion of any and all appeals. Should the
4 Court reduce the Class Representative Enhancement Payment, any such reduction shall revert to the
5 Net Settlement Amount distributed to Participating Class Members.

6 12. **“Court”** means the Superior Court of California, County of San Bernardino.

7 13. **“Defendants”** means LRB Millwork & Casework, Inc. and Rene Alberto Bernhardt.

8 14. **“Effective Date”** means the date on which the settlement embodied in this Settlement
9 Agreement shall become effective, and is the date calculated as follows: (i) if there are no objections to
10 the Settlement, then the date of Final Approval by the Court; (ii) if there are objections to the
11 Settlement, and if an appeal, review or writ is not sought from the order granting Final Approval of the
12 Settlement, the 31st day after service of notice of entry of the order; or (iii) if an appeal, review or writ
13 is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or
14 denied, and the order is no longer subject to further judicial review. Prior to the effective date of the
15 settlement, Defendants will not be required to fund this settlement, in whole or in part, through the
16 settlement administrator or any third party.

17 15. **“Individual Settlement Payment”** means each Participating Class Member’s share of
18 the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request
19 for Exclusion, and to be paid without the need to submit a claim. Prior to distribution of an Individual
20 Settlement Payment, applicable employee-side taxes and withholdings will be deducted from the wage
21 portion of such payments.

22 16. **“Individual PAGA Payment”** means any Aggrieved Employee’s pro rata share of 25%
23 of the Labor and Workforce Development Agency Payment allocated to the PAGA Members calculated
24 according to the number of Workweeks worked during the PAGA Release Period.

25 17. **“Labor and Workforce Development Agency Payment”** means the amount that the
26 Parties have agreed that Defendants will pay in connection with Plaintiff’s Labor Code Private Attorneys
27 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The Parties have
28 agreed that Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement

1 Amount will be allocated to the resolution of the PAGA Members' claims arising under PAGA ("PAGA
2 Settlement Amount"). Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven-
3 Hundred Fifty Dollars and Zero Cents (\$18,750.00), of the PAGA Settlement Amount will be paid to
4 the California Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Percent
5 (25%), or Six Thousand Two-Hundred Fifty Dollars and Zero Cents (\$6,250.00), of the PAGA
6 Settlement Amount will be paid to the PAGA Members, as part of the Net Settlement Amount.

7 18. **"Gross Settlement Amount"** means the maximum settlement amount of Three-
8 Hundred Thousand Dollars and Zero Cents (\$300,000.00) to be paid by Defendants in full satisfaction
9 of all claims arising from the Action, or that reasonably could have been alleged, based on the factual
10 allegations contained in the Action. The Gross Settlement Amount shall include all Individual
11 Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment,
12 Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce
13 Development Agency Payment (including amounts owed to the PAGA Members), and the Class
14 Counsel's Fees and Costs. Defendants agree that they are responsible for all employer-side payroll taxes,
15 which are not included in the Gross Settlement Amount and are to be paid in addition to the Gross
16 Settlement Amount. The Gross Settlement Amount is non-reversionary.

17 19. **"Net Settlement Amount"** means the portion of the Gross Settlement Amount
18 remaining after deduction of the approved Class Representative Enhancement Payment, Settlement
19 Administration Costs, Labor and Workforce Development Agency Payment, and Class Counsel's Fees
20 and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

21 20. **"Notice of Objection"** means a Class Member's valid and timely written objection to
22 the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's
23 full name, signature, address, telephone number, and the last four digits of the objector's Social Security
24 number (or other Taxpayer Identification Number, if applicable), (b) the dates the objector was
25 employed by Defendants in California, (c) a written statement of all grounds for the objection
26 accompanied by any legal support for such objection, (d) copies of any papers, briefs, or other documents
27 upon which the objection is based, and (e) the case name and number of the Action. To be considered
28 timely, the Notice of Objection must be mailed or delivered to the Settlement Administrator at the

1 specified address, postmarked or delivered on or before the Response Deadline.

2 21. “**Notice Packet**” or “**Notice**” means the Notice of Class Action Settlement, including
3 the Exclusion and Objection, substantially in the form attached as **Exhibit A**.

4 22. “**PAGA Release Period**” shall run from July 8, 2022, to the date of Preliminary
5 Approval, or September 27, 2023, whichever occurs first.

6 23. “**Parties**” means Plaintiff and Defendants, collectively.

7 24. “**Participating Class Members**” means all Class Members who do not submit valid and
8 timely Requests for Exclusion.

9 25. “**Plaintiff**” means Gilbert Gonzales.

10 26. “**Preliminary Approval**” means the Court order granting preliminary approval of the
11 settlement set forth in this Settlement Agreement; the order shall be substantially in the form attached
12 as **Exhibit B**.

13 27. “**Final Approval**” means the Court order granting final approval of the settlement set
14 forth in this Settlement Agreement; the order shall be substantially in the form attached as **Exhibit C**.

15 28. “**Released Claims**” means all claims and causes of action either alleged, or that
16 reasonably could have been alleged, based on the factual allegations contained in the operative
17 Complaint in the case known as *GILBERT GONZALES, an individual, v. LRB MILLWORK &*
18 *CASEWORK INC., a California corporation; RENE ALBERTO BERNHARDT, an individual, and*
19 *DOES 1 through 10, inclusive*, pending in the Superior Court of California, County of San Bernardino,
20 Court Case No. CIVSB2204728 and/or LWDA letter(s), including, but not limited to, claims pursuant
21 to Labor Code sections, 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 512, 1174(d), 1194, 1194.2, 1197,
22 2699 et seq, and also unpaid wages, including under any theory of piece-rate law, unpaid minimum wage,
23 meal and rest period violations, waiting time penalties, itemized wage statement penalties, expense
24 reimbursement, safety equipment reimbursement, wages for unpaid time, other civil or statutory
25 penalties, attorneys’ fees, and/or costs and all claims under the Unfair Competition Law, and which
26 were alleged in the Action, or that could have reasonably been alleged in the Action based on the factual
27 allegations in the operative Complaint, within the Class Period. It is the intent of the Parties that the
28 judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* and/or

1 collateral estoppel effect and be final and binding upon Plaintiff and all Participating Class Members
2 regarding all Released Claims.

3 29. **“Released PAGA Claims”** means all claims under the Private Attorneys General Act
4 for PAGA penalties that were alleged, or reasonably could have been alleged, during the PAGA Release
5 Period, based on the operative Complaint and the PAGA Notice(s). This Release binds the State of
6 California, including the LWDA, and Plaintiff.

7 30. **“Release Period”** means the period from March 28, 2018, to the date of Preliminary
8 Approval, or September 27, 2023, whichever occurs first.

9 31. **“Released Parties”** shall include the Defendants named by Plaintiff in his operative
10 Complaint in this Action, including Rene Alberto Bernhardt and LRB Millwork & Casework, Inc., and
11 their present and former parents, subsidiaries, or co-employers. It is the intent of the Parties that if the
12 Court orders a narrowing of the definition of the Released Parties that the Settlement still be effectuated
13 as long as all named Defendants are still covered by the Release. However, any such change must occur
14 through written stipulation by the Parties.

15 32. **“Request for Exclusion”** means a timely letter submitted by a Class Member indicating
16 a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the
17 Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social
18 Security number (or other Taxpayer Identification Number, if applicable) of the Class Member
19 requesting exclusion; (c) clearly state that the Class Member received the Notice, does not wish to
20 participate in the Settlement, and wants to be excluded from the Settlement; (d) be returned by first
21 class mail or equivalent to the Settlement Administrator at the specified address; and (e) be postmarked
22 on or before the Response Deadline. The date of the postmark on the return mailing envelope will be
23 the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class
24 Member who does not request exclusion from the Settlement will be deemed a Participating Class
25 Member and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by
26 the Court.

27 33. **“Response Deadline”** means the deadline by which Class Members must postmark to
28 the Settlement Administrator valid Requests for Exclusion, or file and serve objections to the

1 Settlement. The Response Deadline will be thirty (30) calendar days from the initial mailing of the
2 Notice Packet by the Settlement Administrator, unless the 30th day falls on a Sunday or federal holiday,
3 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service
4 is open. The Response Deadline for Notice of Objection or Requests for Exclusion will be extended
5 fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
6 Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response
7 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
8 Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no
9 circumstances, however, will the Settlement Administrator have the authority to extend the deadline
10 for Class Members to submit a Request for Exclusion, or Notice of Objection to the Settlement, other
11 than as provided herein.

12 34. “**Settlement**” means the agreement to resolve the Action on terms and conditions as set
13 forth in this Settlement Agreement.

14 35. “**Workweeks**” means the number of weeks in which a Class Member recorded
15 performing work as a non-exempt, hourly employee of Defendants in the State of California during the
16 Class Period. Workweeks will be determined based on such data as is physically and electronically
17 available in Defendants’ existing timekeeping and payroll data.

18 36. “**Amended LWDA Letter**” means the amended notice of PAGA claims that Plaintiff
19 agrees to file with the LWDA.

20 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

21 37. The Parties agree that the requisites for establishing a settlement class are satisfied and
22 that, solely for purposes of settling the Action, class certification is appropriate. If the Settlement is not
23 approved by the Court, Defendants retain all rights, defenses, and opportunities to contest class
24 certification on all issues in the Action.

25 **TERMS OF AGREEMENT**

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

28 38. **Funding of the Gross Settlement Amount.** Within fifteen (15) calendar days after the

1 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
2 to be paid by Defendants pursuant to the terms of the Settlement. Within fifteen (15) calendar days of
3 receipt of the accounting of the amounts to be paid by Defendants, Defendants will pay the entire Gross
4 Settlement Amount *plus* all required employer-side payroll taxes to the Settlement Administrator.
5 Payment will be deposited into a Qualified Settlement Account to be established by the Settlement
6 Administrator.

7 Within five (5) calendar days of the funding of the Gross Settlement Amount, the Settlement
8 Administrator will issue payments to: (a) the Settlement Administrator; (b) the Labor and Workforce
9 Development Agency; (c) Class Representative; (d) Class Counsel; (e) Participating Class Members;
10 and (f) PAGA Members.

11 39. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede any
12 application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of the
13 Gross Settlement Amount, or \$100,000.00, plus the reimbursement of actual reasonable costs and
14 expenses incurred in connection with Class Counsel's litigation and settlement of the Action, up to
15 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), both of which will be paid from the Gross
16 Settlement Amount. Even in the event the Court reduces or does not approve the requested amount for
17 Class Counsel's Fees and Costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this
18 Agreement or the Settlement.

19 40. Class Representative Enhancement Payment. In exchange for a general release of the
20 Released Parties, and in recognition of his efforts and work in prosecuting the Action on behalf of Class
21 Members and negotiating the Settlement, Defendants agree not to oppose or impede any application or
22 motion for a Class Representative Enhancement Payment of up to a total of Ten Thousand Dollars and
23 Zero Cents (\$10,000.00) to the Class Representative, subject to the Court's approval. The Class
24 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, is in
25 addition to the payments to which he is entitled as a Settlement Class Member and Aggrieved Employee.
26 The Class Representative agrees to execute a general release of all claims, including a waiver of
27 California Civil Code § 1542, against the Released Parties in exchange for his Enhancement Payment,
28 which this Settlement includes. The Settlement Administrator will issue an IRS Form 1099 for the

1 Enhancement Payment to the Class Representative, and the Class Representative shall be solely and
2 legally responsible for correctly characterizing this compensation for tax purposes and for paying any
3 taxes on the amount received. Should the Court reduce the Class Representative Enhancement
4 Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class
5 Members. Even in the event the Court reduces or does not approve the requested amount for the Class
6 Representative Enhancement Payment, Plaintiff and Plaintiff's Counsel shall not have the right to
7 revoke this Agreement or the Settlement.

8 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments from the Gross
10 Settlement Amount, which is capped at no more than \$15,000.00. These costs, which will be paid from
11 the Gross Settlement Amount, will include, for instance, costs incurred for the required tax reporting
12 on the Individual Settlement Payments, the issuing of W-2 and 1099 IRS Forms, distributing the Notice
13 Packet, calculating Class Members' workweeks, calculating and distributing the Gross Settlement
14 Amount and Class Counsel's Fees and Costs, and providing necessary reports and declarations. Any
15 funds left over after payment of the Settlement Administrator's actual costs will be added back to the
16 NSA for payment to the Class.

17 42. Labor and Workforce Development Agency Payment. Subject to Court approval, the
18 Parties agree that the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the
19 Gross Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA
20 claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven-Hundred Fifty
21 Dollars and Zero Cents (\$18,750.00), will be paid to the LWDA, and Twenty-Five Percent (25%), or Six
22 Thousand Two-Hundred Fifty Dollars and Zero Cents (\$6,250.00), will be distributed to the PAGA
23 Members as part of the Net Settlement Amount. Class Counsel agrees to provide notice of this
24 Settlement to the LWDA as required by Labor Code section 2699(1)(2).

25 43. Net Settlement Amount. "Net Settlement Amount" (or "NSA") shall mean the Gross
26 Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and Costs, the Class
27 Representative Enhancement Payment, and the portion of the Labor and Workforce Development
28 Agency Payment that will be paid to the LWDA.

1 44. Settlement Administration Cost Decreases. Any portion of the estimated or designated
2 Settlement Administration Costs which are not required to effectuate administration of the Settlement
3 will become part of the NSA.

4 45. Individual Settlement Payment Calculations. Individual Settlement Payments will be
5 calculated and apportioned from the Net Settlement Amount based on each Participating Class
6 Member's "Workweeks" (as defined above). Specific calculations of Individual Settlement Payments
7 will be made as follows:

8 a. The Settlement Administrator will calculate the number of Workweeks per
9 Participating Class Member during the Class Period based on records in Defendants' possession,
10 custody, or control.¹ Class Members' Individual Workweeks shall be calculated to the nearest
11 hundredth of a full workweek.

12 b. The Settlement Administrator will calculate the total Workweeks for all
13 Settlement Class Members by adding together the number of Workweeks worked by each
14 Settlement Class Member during the Class Period.

15 c. The respective Workweeks for each Settlement Class Member will be divided by
16 the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each
17 Settlement Class Member.

18 d. Each Settlement Class Member's Payment Ratio will then be multiplied by the
19 Net Settlement Amount to calculate each Settlement Class Member's estimated Individual
20 Settlement Payment.

21 e. The Parties agree that the minimum payment to any given Class Member shall be
22 no less than \$25 regardless of their weeks worked.

23 f. Using the Class List, the Settlement Administrator will calculate the total number
24 of Workweeks for each Aggrieved Employee during the PAGA Release Period to arrive at each
25

26 ¹ Defendants' Workweek data will be presumed to be correct unless a particular Class Member
27 proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes
28 will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and
counsel for Defendants. The Settlement Administrator's decision on all Workweek disputes will be final
and non-appealable.

1 individual's PAGA Pay Periods. The Settlement Administrator will divide each Aggrieved
2 Employee's PAGA Pay Periods by the aggregate number of PAGA Pay Periods of all PAGA
3 Members during the PAGA Release Period to determine each Aggrieved Employee's pro rata
4 portion of the portion of the PAGA payment allocated to PAGA Members. A Class Member's
5 pay periods shall be calculated to the nearest hundredth of a full pay period.

6 46. Limited Confidentiality. The Parties agree not to issue press releases, communicate with,
7 or respond to, any media or publication entities concerning the Settlement, including the fact of the
8 Settlement, its terms or contents, and the negotiations underlying the Settlement prior to final approval
9 and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the
10 terms of the Settlement. Nothing stated herein shall prohibit Class Counsel from discussing the
11 Settlement, the fact of Settlement, and its terms and conditions: (i) with Class Members and/or (ii) in
12 court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and
13 supporting memoranda related to preliminary and final approval of the Settlement, or for other class
14 action settlements. This provision also does not limit Class Counsel (i) from complying with ethical
15 obligations; or (ii) from posting a neutral description of publicly available facts regarding the Settlement,
16 provided that such posting does not expressly identify Defendants by name.

17 47. Class Member Communications. Defendants will instruct their officers, directors, and
18 exempt managers that, should they be contacted by Class Members or persons who believe they may be
19 Class Members in relation to this Agreement, such officers, directors, and exempt managers should
20 make no comment except by directing the employees to (a) the Settlement Administrator and the Class
21 Notice or (b) Class Counsel, and to provide such Class Members with contact information for the
22 Settlement Administrator and Class Counsel. Defendants agree not to discourage or prevent Class
23 Members from exercising any of their rights or obligations pursuant to this Agreement. At no time will
24 any of the Parties or their counsel take any action to encourage, support, require, or induce Class
25 Members to object to the Settlement Agreement, opt-out from the Settlement, appeal from the Order
26 and Judgment, or otherwise engage in a particular course of action with respect to their rights under the
27 Settlement.

28 48. Settlement Awards Do Not Trigger Additional Benefits. All Individual Settlement

1 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
2 Members solely in the year in which such payments are received by the Participating Class Members. It
3 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
4 entitle any Participating Class Member to additional compensation or benefits under any company
5 bonus, commission, or other compensation or benefit plan or agreement in place during the period
6 covered by the Settlement, nor will it entitle any Participating Class Member to any increased
7 retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of the
8 Parties to this Settlement that the Individual Settlement Payments provided for in this Settlement are
9 the sole payments to be made by Defendants to the Participating Class Members, and that the
10 Participating Class Members are not entitled to any new or additional compensation or benefits as a
11 result of having received the Individual Settlement Payments (notwithstanding any contrary language
12 or agreement in any benefit or compensation plan document that might have been in effect during the
13 period covered by this Settlement).

14 49. Settlement Administration Process. The Parties agree to cooperate in the administration
15 of the Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that
16 may become necessary by order of the Court, or otherwise, to effectuate the Settlement.

17 50. Delivery of the Class List. Within fifteen (15) calendar days of Preliminary Approval,
18 Defendants will provide the Class List to the Settlement Administrator. The Parties agree that absent
19 mutual written agreement of counsel for the Parties or Court order, the Class List and any database
20 prepared based thereon shall be marked as confidential, not to be disclosed to Class Counsel, and to be
21 used only for the purposes described herein.

22 51. Notice by First-Class U.S. Mail. Within seven (7) calendar days following receipt of the
23 Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form attached
24 hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the most current or
25 last known mailing addresses identified in the Class List. Each Notice Packet will provide: (a)
26 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c)
27 the Settlement Class definition; (d) each Class Member's estimated Individual Settlement Payment and
28 the formula for calculating Individual Settlement Payments; (e) the dates which comprise the Class

1 Period; (f) instructions on how to submit valid Requests for Exclusion or Notices of Objection; (g) the
2 deadlines by which the Class Member must fax or postmark Requests for Exclusions or file and serve
3 Notices of Objection to the Settlement; (h) the claims to be released, as set forth herein; and (i) the date
4 for the Final Approval Hearing.

5 52. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
6 Administrator will perform a search based on the National Change of Address Database for information
7 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
8 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
9 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
10 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
11 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
12 skip-trace, or other search using the name, address, and/or Social Security number (or other Taxpayer
13 Identification Number, if applicable) of the Class Member involved and will then perform a single re-
14 mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by
15 request, will have an additional fifteen (15) calendar days to fax or postmark a Request for Exclusion, or
16 file and serve a Notice of Objection to the Settlement.

17 53. Disputed Information on Notice Packets. Class Members will have an opportunity to
18 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
19 number of weeks he/she worked during the Class Period, or the amount of their Individual Settlement
20 Payment, Class Members may produce evidence to the Settlement Administrator showing that such
21 information is inaccurate. Any disputes, along with supporting documentation, must be postmarked on
22 or before the Response Deadline. Absent evidence rebutting Defendants' records, Defendants' records
23 will be presumed determinative. However, if a Class Member produces evidence to the contrary, the
24 Settlement Administrator will evaluate the evidence submitted by the Class Member in consultation
25 with Class Counsel and Counsel for Defendants and will make the final decision as to the Individual
26 Settlement Payment to which the Class Member may be entitled with input from Class Counsel and
27 Defense Counsel. This determination shall be binding on the Class Member.

28 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the

1 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
2 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
3 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
4 All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to
5 Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any
6 Class Member who submits a Request for Exclusion shall be prohibited from objecting to the Settlement
7 Agreement.

8 55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
9 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
10 Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including those
11 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants
12 Final Approval to the Settlement. The release of the Released PAGA Claims shall be binding
13 irrespective of whether any Class Members opt-out of the Settlement Agreement.

14 56. Objection Procedures. To object to the Settlement Agreement, a Class Member must file
15 a valid Notice of Objection with the Settlement Administrator on or before the Response Deadline. The
16 Settlement Administrator shall serve all objections as received on Class Counsel and Defendants'
17 Counsel. The Notice of Objection shall be signed by the Class Member and contain all information
18 required by this Settlement Agreement. The postmark date of the filing and service will be deemed the
19 exclusive means for determining whether the Notice of Objection is timely. Class Members may also
20 raise objections orally at the Final Fairness and Approval hearing, whether or not they previously
21 submitted a valid Notice of Objection. It shall not be a breach of this Agreement for Class Counsel to
22 file the Objections with the Court per the Court's instruction, local rules, or as otherwise required for
23 approval of this Settlement Agreement.

24 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
25 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report which
26 certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion or
27 Objections; and (b) whether any Class Member has submitted a challenge to any information contained
28 in their Notice Packet. Additionally, the Settlement Administrator will provide counsel for both Parties

1 with any updated reports regarding the administration of the Settlement Agreement as needed or
2 requested. No later than 30 days prior to the deadline for Class Counsel to file its motion in support of
3 the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class
4 Counsel and Defense Counsel a declaration with summary information of the Notice process, including
5 but not limited to: (a) the total amount of final Individual Settlement Payments of each Settlement Class
6 Member; (b) the number of Settlement Class Members to receive such payments; (c) the final number
7 of requests for exclusion/opt-outs and objections, including authentication of all such requests and the
8 names of the Class Members who submitted them; (d) the Settlement Administrator's qualifications for
9 administration; and (e) an explanation of the steps taken to implement the Notice process as set forth in
10 this Agreement.

11 58. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
12 Participating Class Members will be negotiable for 180 calendar days from the date the check was issued
13 (the "Void Date"). For any Class Member whose Individual Class Payment check and/or Individual
14 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit
15 the funds represented by such checks to a mutually agreeable and Court-approved non-profit
16 organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres
17 Recipient"). The Cy Pres Recipient shall be the California Bar's Justice Gap Fund. The Parties
18 represent that neither they nor their counsel have any interest or relationship, financial or otherwise,
19 with the intended Cy Pres Recipient. If any PAGA Members cannot be found, or if the checks sent to
20 PAGA Members as their share of the PAGA penalties are not cashed, and the collective amount of those
21 checks do not justify the expense of a second distribution to PAGA Members who did cash their checks,
22 the unclaimed funds shall be distributed to the Labor and Workforce Development Agency rather than
23 to the intended Cy Pres Recipient.

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

27 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
28 be allocated as follows: of each Individual Settlement Payment, 33% will be allocated as wages and 67%

1 will be allocated as penalties and interest. The amount of each Individual Settlement Payment allocated
2 as wages will be reported on an IRS Form W-2 by the Settlement Administrator, with applicable taxes
3 and withholdings deducted prior to distribution. The remaining amount of each Individual Settlement
4 Payment shall be allocated as interest, penalties, and reimbursement, and will be reported on an IRS
5 Form-1099 by the Settlement Administrator.

6 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
8 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.
9 Within fifteen (15) business days after the Effective Date, the Settlement Administrator will provide the
10 Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the
11 Settlement, including the amount of the employer contribution for payroll taxes to be paid by
12 Defendants.

13 62. Tax Liability. The Parties acknowledge that no tax advice has been offered or given by
14 any other Party, their attorneys, agents, or any other representatives, in the course of these negotiations,
15 and that each Party is relying upon the advice of his/its own tax consultant with regard to any tax
16 consequences that may arise as a result of the execution of this Agreement. The Class Representative
17 and Class Counsel acknowledge that they may be required to submit a Form W-9, and the Class
18 Representative, Class Members, and Class Counsel acknowledge that the Settlement Administrator may
19 be required to issue a Form 1099 or other tax form reporting the consideration flowing to the Class
20 Representative, Class Members, and Class Counsel under this agreement to the Internal Revenue
21 Services and/or other taxing authority. Nothing herein shall obligate the Class Representative, Class
22 Members, and Class Counsel to pay, indemnify, or otherwise assume responsibility for any taxes that
23 would be owed by Defendants in the first instance or as a result of any re-classification of the treatment
24 of the payments, such as, for example, employer-side payroll contributions.

25 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
26 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
27 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
28 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO

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

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

24 65. Release of Claims by Participating Class Members. Upon the Effective Date, the
25 Settlement Class, and each Participating Class Member, fully releases and discharges the Released
26 Parties for the Released Claims for the Released Period. Participating Class Members will be deemed to
27 have acknowledged and agreed that their claims for wages and penalties in the Action are disputed.
28 Participating Class Members will be deemed to have acknowledged and agreed that California Labor

1 Code Section 206.5 is not applicable to the Individual Settlement Payment.

2 66. Release of PAGA Claims by Class Members. Upon the Effective Date, the Settlement
3 Class, and each Class Member, fully releases and discharges the Released Parties for the Released PAGA
4 Claims for the PAGA Release Period. The release of the Released PAGA Claims shall be binding
5 irrespective of whether any Class Members opt-out of the Settlement Agreement.

6 67. Plaintiff's Released Claims. In addition to the Participating Class Members' Released
7 Claims described above, in exchange for the consideration recited in this Stipulation, including but not
8 limited to the Class Representative Enhancement Award, Plaintiff releases, acquits, and discharges and
9 covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he
10 has ever had, or hereafter may claim to have, arising on or before the date they sign this Stipulation,
11 including without limitation to, any claims relating to or arising out of any aspect of his relationship with
12 Defendants, or the termination of that relationship, including any claims for unlawful discrimination,
13 harassment, or retaliation; any claims for unpaid compensation, wages, reimbursement for business
14 expenses, penalties, or waiting time penalties; any other claims under the California Labor Code, the
15 California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201,
16 *et seq.*, or any other federal, state, county, or city law or ordinance regarding wages or other
17 compensation; any claims for employee benefits including without limitation, any claims under the
18 Employment Retirement Income Security Act of 1974; any claims of employment discrimination on any
19 other basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the
20 Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with
21 Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code,
22 or any other federal, state, county, or city law or ordinance regarding employment discrimination.
23 Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the
24 consideration provided to him under this Stipulation by Defendants. However, this release shall not
25 apply to any claim for workers' compensation benefits, unemployment insurance benefits, pension or
26 retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

27 Plaintiff expressly waives any rights or benefits available to him under the provisions of Section
28 1542 of the California Civil Code, which provides as follows:

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

4 Plaintiff understands fully the statutory language of Civil Code Section 1542 and, with this
5 understanding, nevertheless elects to, and does, assume all risks for claims against the Released Parties
6 that have arisen, whether known or unknown, which he had, or hereafter may claim to have, arising on
7 or before the date of his signature to this Stipulation, and specifically waives all rights he may have
8 under the California Civil Code section 1542.

9 68. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
10 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
11 determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement
12 Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court
13 for the entry of an order for:

14 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
15 including but not limited to, payment of Class Counsel's fees and costs, and the Class Representative
16 Enhancement Payments, should be finally approved as fair, reasonable, and adequate as to the members
17 of the Settlement Class;

18 b. Preliminarily Certifying a Settlement Class;

19 c. Approving, as to form and content, the proposed Notice;

20 d. Approving the manner and method for Class Members to request exclusion from the
21 Settlement as contained herein and within the Notice;

22 e. Approving the manner and method for Class Members to object to the Settlement as
23 contained herein and within the Notice;

24 f. Directing the mailing of the Notice, by first class mail to the Class Members; and

25 g. Giving Preliminary Approval to Settlement subject to final review by the Court.

26 69. Duties of the Parties Following Preliminary Court Approval. Following Preliminary
27 Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to the
28 Class, Class Counsel will submit a proposed final order of approval and judgment for:

- 1 a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and
2 adequate, and directing consummation of its terms and provisions;
- 3 b. Approval of Class Counsel's application for an award of attorneys' fees and costs;
- 4 c. Approval of the Class Representative Enhancement Payments to the Class
5 Representatives;
- 6 d. Approval of the Settlement Administration Costs of the Settlement Administrator; and
- 7 e. That judgment be entered in this Action.

8 b. Rescission by Defendants. If more than ten percent (10%) of the Class Members opt-out
9 of the Settlement by submitting valid Requests for Exclusion, Defendants may, at their option, rescind
10 and void the Settlement and all actions taken in furtherance of it will thereby be null and void.
11 Defendants must exercise this right of rescission, in writing, to Class Counsel within fourteen (14)
12 calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for
13 Exclusion received by the Response Deadline. If the option to rescind is exercised, Defendants shall be
14 solely responsible for all costs of the Settlement Administrator accrued to that point.

15 70. Escalator Clause. Defendants have represented that there are 57 Class Members who
16 worked from the beginning of the Class Period through November 1, 2022. Defendants estimate that
17 Class Members will have worked approximately 5,800 weeks through the date of Preliminary Approval.
18 Plaintiff has relied upon these material representations in entering into this Settlement Agreement.
19 Should the actual number of Workweeks worked by the Class Members within the Release Period
20 increase beyond 10% of the 5,800 Workweek estimate, the Gross Settlement Amount shall increase
21 proportionately for each additional week beyond 5,800.

22 71. Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein,
23 any Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order,
24 the Final Approval Order, or Final Judgment in substantially the form agreed to by the Parties in this
25 Stipulation, or the Settlement Agreement as agreed does not become final because of appellate court
26 action. The terminating party shall give to all other Parties (through his/its counsel) written notice of
27 his/its decision to terminate this Agreement no later than ten (10) business days after receiving notice
28 that one of the enumerated events has occurred. Termination of this Agreement shall have the following

1 effects:

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

4 b. In the event the Settlement is terminated, Defendants shall have no obligation to make
5 any payments to any Party, Class Member, or Class Counsel. In addition, the terminating party shall be
6 liable for all Settlement Administration costs incurred through that point;

7 c. The Preliminary Approval Order, Final Approval Order, and Judgment, including any
8 order of class certification, shall be vacated;

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

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

15 f. Notwithstanding the foregoing, if the Court rejects the Settlement despite the Parties'
16 best efforts and the Parties are unable to agree to a Settlement that is approved, the terminating party
17 shall be liable for all Settlement Administration costs incurred through that point.

18 72. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
19 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
20 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary
21 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement
22 Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
23 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
24 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
25 proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement document, attached as
26 **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary
27 Approval. Defendants agree not to oppose the Motion for Preliminary Approval.

28 73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the

1 deadlines for Class Members to submit Requests for Exclusion, or Notices of Objection to the
2 Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
3 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
4 properly payable for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development
5 Agency Payment; (c) Class Counsel's Fees and Costs; (d) the Class Representative Enhancement
6 Payment; (e) all Settlement Administration Costs; and (f) Defendants' share of payroll taxes for wages
7 paid in connection with the Individual Settlement Payments. Class Counsel will be responsible for
8 drafting all documents necessary to obtain Final Approval, including responding to any objections and
9 appeals arising therefrom. Class Counsel will also draft the attorneys' fees and costs application to be
10 heard at the Final Approval hearing. Defendants agree not to oppose the Motion for Final Approval.

11 74. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
12 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
13 pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry
14 of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the
15 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
16 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
17 Agreement.

18 75. Exhibit(s) Incorporated by Reference. The terms of this Agreement include the terms set
19 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
20 Any Exhibits to this Agreement are an integral part of the Settlement.

21 76. Entire Agreement. This Settlement Agreement, the general release of all claims by the
22 Class Representative, and any attached Exhibit(s) constitute the entirety of the Parties' settlement
23 terms. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil
24 Procedure section 1856(a), which provide that a written agreement is to be construed according to its
25 terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
26 extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this
27 Agreement.

28 77. Amendment or Modification. This Settlement Agreement may be amended or modified

1 only by a written instrument signed by the named Parties or their successors-in-interest.

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

11 79. Signatories. It is agreed for the purposes of this Settlement Agreement only that because
12 the members of the Class are so numerous, it is impossible or impractical to have each member of the
13 Class execute this Settlement Agreement. The Notice, attached hereto as Exhibit A, will advise all Class
14 Members of the binding nature of the release, and the release shall have the same force and effect as if
15 this Settlement Agreement were executed by each member of the Class.

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

18 81. California Law Governs. All terms of this Settlement Agreement and Exhibit(s) hereto
19 will be governed by and interpreted according to the laws of the State of California.

20 82. Execution in Counterparts. This Settlement Agreement is subject only to the execution
21 of all Parties. The Agreement may be executed in one or more counterparts either by ink or electronic
22 signature. All executed counterparts and each of them, including electronic, facsimile, and scanned
23 copies of the signature page, will be deemed to be one and the same instrument.

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

1 to consult with their counsel regarding the fairness and reasonableness of this Agreement.

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

6 85. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
7 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.
8 For good and valuable consideration, Plaintiff further agrees that he will not request to be excluded from
9 the Settlement Agreement, nor object to any terms herein. Any such request for exclusion or objection
10 by Plaintiff will be void and of no force or effect. Any efforts by Plaintiff to circumvent the terms of this
11 paragraph will be void and of no force or effect.

12 86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
13 certification for settlement purposes only; except, however, that Plaintiff or Class Counsel may appeal
14 any reduction in the Class Counsel's Fees and Costs below the amount requested from the Court. Any
15 Party may appeal a Court order that materially modifies the Settlement in a manner that was not
16 approved in writing by all Parties.

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

1 constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

2 88. Captions. The captions and section numbers in this Agreement are inserted for the
3 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
4 provisions of this Agreement.

5 89. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
6 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
7 further waiver by such Party of the same or any other condition, covenant, right, or remedy.

8 90. Enforcement Actions. In the event that one or more of the Parties institute any legal
9 action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions
10 of this Settlement or to declare or obtain a judicial determination regarding any Party's rights and/or
11 obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
12 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
13 incurred, in connection with such enforcement actions.

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

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

22 93. All Terms Subject to Final Court Approval. All amounts and procedures described in this
23 Settlement Agreement herein will be subject to the Court's Final Approval.

24 94. Notices. Unless otherwise specifically provided herein, all notices, demands, or other
25 communications given hereunder shall be in writing and shall be transmitted to a Party via email:

26 To Plaintiff and the Settlement Class:

27 Elliot J. Siegel
28 elliot@kingsiegel.com
Julian Burns King

1 julian@kingsiegel.com
Brent R. Boos
2 brent@kingsiegel.com
3 **KING & SIEGEL LLP**
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4 Los Angeles, California 90014

5 To Defendants:

6 Ankit H. Bhakta
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8 Ontario, CA 91764

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10 95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
11 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
12 Settlement Agreement.

13 96. Binding Agreement. The Parties warrant that: 1) they understand and have full authority
14 to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding
15 on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce
16 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
17 federal or state law.

18 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
19 Stipulation of Settlement and Release of Class Action Between Plaintiff and Defendants as of the date(s)
20 set forth below:

21 **SIGNATURES**

22 **READ CAREFULLY BEFORE SIGNING**

23
24 **PLAINTIFF: Gilbert Gonzales**

25
26 Dated: 08 / 10 / 2023



27 _____
Gilbert Gonzales

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DEFENDANT: LRB Millwork & Casework, Inc.

Dated: _____

By: _____

Its: _____

DEFENDANT: Rene Alberto Bernhardt

Dated: _____

By: _____

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2204728

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Gilbert Gonzales ("Plaintiff") and Defendant LRB Millwork & Casework, Inc. and Rene Alberto Bernhardt ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2204728 ("Action"), which may affect your legal rights. Although Defendants have denied any and all liability in the Action, and continue to do so, in order to avoid the expense of paying attorneys in litigation and the natural risks and uncertainties presented by litigation, the Parties agreed to resolve the claims upon mutually-agreeable terms. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement. You have received this Notice of Class Action Settlement because Defendants' records show that you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). **Class Members are all current and former non-exempt, hourly employees of Defendants who worked at least one shift in California from March 28, 2018, to [the date of preliminary approval of this Settlement, or September 27, 2023, whichever occurs first]** ("Class Period"). **PAGA Members are those Class Members who worked at least one shift in California from July 8, 2022, to [the date of preliminary approval of this Settlement, or September 27, 2023, whichever occurs first]** and are entitled to an Individual PAGA Payment under the terms of this Settlement.

On [redacted], the Honorable David Cohn of the Superior Court of California for the County of San Bernardino granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Questions? Contact the Settlement Administrator toll free at [redacted]

Unless you choose not to participate in the Settlement (in other words, should you choose to “opt out”) by following the procedures described below, you will be considered a “Participating Class Member.” If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <estAmount>.

IF YOU STILL WORK FOR DEFENDANTS, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANTS FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendants are prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member’s participation in or decision not to participate in this Settlement.

Applicable Background

Plaintiff was a former employee of Defendants and filed the instant lawsuit on behalf of himself and all other Class Members, alleging: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages; (3) failure to pay applicable prevailing wage rates; (4) failure to provide meal periods; (5) failure to provide rest periods; failure to reimburse necessary business expenses; (6) failure to reimburse necessary business expenditures; (7) failure to provide and maintain accurate records; (8) failure to timely pay wages due; (9) civil penalties under the Private Attorneys General Act (“PAGA”); and (10) violations of the Unfair Competition Law.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff’s claims or Defendants’ defenses thereto. Defendants deny the merits of Plaintiff’s claims and deny Plaintiff’s claims are appropriate for class treatment.

By entering into the Settlement, Defendants do not admit, and expressly deny, all of Plaintiff’s allegations in this case.

Plaintiff and Defendants entered into settlement discussions in an attempt to resolve the disputed claims in this case. On June 28, 2023, the Parties negotiated a Settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Settlement Agreement”). The Court has preliminarily approved the Settlement Agreement.

The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department S-26 of the Superior Court of California for the County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415. You may, but are not required to, attend the Hearing.

Questions? Contact the Settlement Administrator toll free at _____

You can view the Settlement, proposed Final Approval Order, Final Judgment, and payment schedule at www.

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Elliot J. Siegel
Julian Burns King
Brent R. Boos
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Class Counsel has investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believe Plaintiff’s claims in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$300,000.00 (“Gross Settlement Amount”). The Gross Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) individual PAGA payments to PAGA Members; (3) subject to Court approval, up to a \$10,000 service payment to the Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendants; (4) Settlement Administration Costs not to exceed \$15,000; (5) \$18,750 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of \$25,000); and (6) subject to Court approval of an application for fees and costs, an award of up to \$100,000.00 in attorneys’ fees and up to \$15,000 in litigation costs and expenses to Class Counsel. After deducting the service payments to Plaintiff, the Settlement Administration Costs, the payment of \$18,750 to settle the PAGA claims with the California Labor and Workforce Development Agency, the payment of \$6,250 to the PAGA Members, and attorneys’ fees and costs/expenses, a total of approximately \$135,000.00 will be available to Class Members who do not opt out of the Settlement. Employer-side payroll taxes will be paid by Defendants in addition to the Gross Settlement Amount.

Plan of Distribution to Class and PAGA Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Specific calculations of Individual Settlement Payments will be made as follows:

Questions? Contact the Settlement Administrator toll free at _____

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendants' possession, custody or control.¹ Workweeks will be determined based on such data as is physically and electronically available in Defendants' existing timekeeping and payroll data. Class Members' Individual Workweeks shall be calculated to the nearest hundredth of a full workweek.
- b. Using the Class List, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding together the number of Workweeks worked by each Settlement Class Member during the Class Period.
- c. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- d. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payment.
- e. The minimum payment to any given Settlement Class Member shall be no less than Twenty-Five Dollars and Zero Cents (\$25.00) regardless of their number of weeks worked. In addition, prior to distribution of an Individual Settlement Payment, applicable employee-side taxes and withholdings will be deducted from the wage portion of such payments.
- f. Using the Class List, the Settlement Administrator will calculate the total number of Workweeks for each PAGA Member from July 8, 2022, to the date of Preliminary Approval, or September 27, 2023, whichever occurs first (the "PAGA Release Period") to then calculate each individual's PAGA Pay Periods. The Settlement Administrator will divide each PAGA Member's PAGA Pay Periods by the aggregate number of PAGA Pay Periods of all PAGA Members during the PAGA Release Period to determine each PAGA Member's pro rata portion of the 25% of the PAGA payment allocated to PAGA Members. A PAGA Member's pay periods shall be calculated to the nearest hundredth of a full pay period.
- g. According to Defendants' records, you worked <<Workweeks>> Workweeks during the Class Period. According to Defendants' records, you worked <<PAGA Workweeks>> Workweeks during the PAGA Release Period. Accordingly, your

¹ Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

Questions? Contact the Settlement Administrator toll free at _____

estimated payment pursuant to the terms of the Settlement is approximately **<estAmount>**.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit a written statement detailing what you believe to be the correct number of weeks you were employed as a non-exempt, hourly employee of Defendants in California during the Class Period (March 28, 2018, to [the date of preliminary approval of this Settlement, or September 27, 2023, whichever occurs first]) and include any and all information and/or documentary evidence to support your challenge to the Settlement Administrator at *Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al.* Settlement Administrator, c/o _____ no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. The workweek count provided above is assumed to be correct unless you provide documentation to the Settlement Administrator that establishes otherwise. Any disputes, along with supporting documentation (“Disputes”), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Members’ Taxes Owed on Settlement Payments

IRS Forms W-2 and 1099-MISC will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Individual Settlement Payment will be allocated to resolve the disputed amount of allegedly unpaid wages and 67% will be allocated to allegedly unpaid civil penalties and interest. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments are interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

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 Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and 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”) against the Released Parties for the Release Period.

Questions? Contact the Settlement Administrator toll free at _____

The “Released Claims” include:

All claims and causes of action either alleged, or that reasonably could have been alleged, based on the factual allegations contained in the operative Complaint in the case known as *GILBERT GONZALES, an individual, v. LRB MILLWORK & CASEWORK INC., a California corporation; RENE ALBERTO BERNHARDT, an individual, and DOES 1 through 10, inclusive*, pending in the Superior Court of California, County of San Bernardino, Court Case No. CIVSB2204728 and/or LWDA letter(s), including, but not limited to, claims pursuant to Labor Code sections, 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 512, 1174(d), 1194, 1194.2, 1197, 2699 et seq, and also unpaid wages, including under any theory of piece-rate law, unpaid minimum wage, meal and rest period violations, waiting time penalties, itemized wage statement penalties, expense reimbursement, safety equipment reimbursement, wages for unpaid time, other civil or statutory penalties, attorneys’ fees, and/or costs and all claims under the Unfair Competition Law, and which were alleged in the Action, or that could have reasonably been alleged in the Action based on the factual allegations in the operative Complaint, within the Class Period. It is the intent of the Parties that the judgment entered by the Court upon Final Approval of the Settlement shall have res judicata and/or collateral estoppel effect and be final and binding upon Plaintiff and all Participating Class Members regarding all the Released Claims.

The “Released Parties” are:

Defendants Rene Alberto Bernhardt and LRB Millwork & Casework, Inc., and its present and former parents, subsidiaries, or co-employers.

The “Release Period” means the period from March 28, 2018, to [the date of Preliminary Approval, or September 27, 2023, whichever occurs first].

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 for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [REDACTED]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *GILBERT GONZALES V. LRB MILLWORK & CASEWORK, INC., ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security number (or other Taxpayer Identification Number, if applicable).

Questions? Contact the Settlement Administrator toll free at _____

You must sign, date, and mail your written request for exclusion by U.S. First-Class Mail, or equivalent, to the address below.

Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al. Settlement Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will **NOT** be a Class Member. Therefore, you (1) will **NOT** receive any payment from the Settlement, with the exception of your pro-rata portion of the employee portion of the settlement of the PAGA cause of action to which PAGA Members are entitled; (2) will **NOT** be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action; and (3) will be **prohibited** from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, signature, address, and telephone number, the last four digits of your Social Security number (or other Taxpayer Identification Number, if applicable), the dates you were employed as a non-exempt, hourly employee of LRB Millwork & Casework, Inc. and/or Rene Alberto Bernhardt in California, and your objections to the Settlement, including the case name, the case number, the reasons you object, and any legal support for each objection, together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator at the address below and must be postmarked on or before _____.

Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al. Settlement Administrator

c/o _____

Telephone: _____

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ in Department S-26 of the Superior Court of California for the County of San Bernardino,

Questions? Contact the Settlement Administrator toll free at _____

located at 247 West Third Street, San Bernardino, CA 92415, to discuss your objections with the Court and the Parties. All costs associated with your travel and/or appearance at the Hearing must be paid at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al.*, San Bernardino County Case Number No. CIVSB2204728.

If you choose **Option 3**, you will still be entitled to your share of the Settlement fund. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of San Bernardino, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the preliminary approval order and other documents referenced in this Notice at [www. \[REDACTED\]](http://www. [REDACTED]). If the Court gives final approval after the Final Fairness and Approval Hearing, that Order will be posted on the website within 10 days of final approval.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS. INSTEAD, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

OPT-OUT FORM

Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2204728

This form is to be used only if you want to EXCLUDE yourself from the Settlement.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline**].**

Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al. Settlement Administrator
c/o _____

Telephone: _____

Request for Exclusion

I hereby certify that I am or was employed by LRB Millwork & Casework, Inc. as a non-exempt, hourly employee who worked at least one shift in California during the period from March 28, 2018, through [**date of Preliminary Approval, or September 27, 2023, whichever occurs first**].

I have received the Notice of Class Action Settlement (“Notice”) in the Action captioned above, and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or benefits under the Settlement other than my pro-rata portion of the employee portion of the settlement of the PAGA cause of action, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court. I understand that I will be bound by the release of the Released PAGA Claims as described in the Settlement Agreement irrespective of whether I opt-out of the Settlement.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Opt-Out Form
Questions? Call (XXX) XXX-XXXX

Last Four Digits of Class Member's Social Security Number or Full Employee ID
Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

OBJECTION FORM

Gilbert Gonzales v. LRB Millwork & Casework, Inc., et al.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2204728

If you wish to remain a Class Member, but you want object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, then you may use this form. Only return this form if you wish to object to the Settlement. If you opt-out of the Settlement, you may not also object.

To object to the Settlement, complete this Objection Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline]. You are requested, but not required, to provide supporting documentation for your objection.

Gilbert Gonzales v. LRB Millwork & Casework, Inc. Settlement Administrator
c/o _____

Telephone: _____

Objection

I hereby certify that I am or was employed by LRB Millwork & Casework, Inc. as a non-exempt, hourly employee who worked at least one shift in California during the period from March 28, 2018, through [date of Preliminary Approval, or September 27, 2023, whichever occurs first].

I have received the Notice of Class Action Settlement (“Notice”) in the Action captioned above. I have decided to object to the proposed Settlement.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Objection to Proposed Class Action Settlement Form
Questions? Call (XXX) XXX-XXXX

Last Four Digits of Class Member’s Social Security Number or Full Employee ID Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

IT IS MY DECISION TO OBJECT TO THE CLASS ACTION SETTLEMENT REFERRED TO ABOVE. THE BASIS FOR MY OBJECTION IS AS FOLLOWS:

EXHIBIT B

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 Julian Burns King (Bar No. 298617)
4 julian@kingsiegel.com
5 Brent R. Boos (Bar No. 292808)
6 brent@kingsiegel.com
7 **KING & SIEGEL LLP**
8 724 South Spring Street, Suite 201
9 Los Angeles, California 90014
10 tel: (213) 465-4802
11 fax: (213) 289-2815

12 Attorneys for Plaintiff and the Settlement Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 **Gilbert Gonzales**, an individual,
16 Plaintiff,

17 vs.

18 **LRB Millwork & Casework, Inc.**, a California
19 corporation; **Rene Alberto Bernhardt**, an
20 individual; and **Does 1-10**, inclusive,
21 Defendants.

CASE NO. CIVSB2204728

[Assigned to Honorable David Cohn,
Department S-26]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION AND
RELEASE OF CLASS ACTION AND
PAGA CLAIM**

Date: _____ [Reserved]
Time: _____
Dept.: _____

1 Plaintiff's Motion for Preliminary Approval of the proposed settlement of this Action on the
2 terms set forth in the Joint Stipulation of Settlement and Release of Class Action and PAGA Claim
3 (the "Settlement" or "Stipulation") came on for hearing on [REDACTED], 2023.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. CIVSB2204728, entitled *Gilbert Gonzales v. LRB*
6 *Millwork & Casework, Inc., et al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Gilbert Gonzales ("Plaintiff") has alleged claims against Defendants
8 LRB Millwork & Casework, Inc. and Rene Alberto Bernhardt ("Defendants") on behalf of himself
9 and on behalf of others similarly situated, comprising: "*all current and former non-exempt, hourly*
10 *employees of Defendants who worked at least one shift in California from March 28, 2018, to [the date of*
11 *Preliminary Approval of this Settlement, or September 27, 2023, whichever occurs first]*" (the
12 "Settlement Class" or "Class Members"); and

13 WHEREAS, Plaintiff asserts class, PAGA, and individual claims in the Action against
14 Defendants for: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime
15 wages; (3) failure to pay applicable prevailing wage rates; (4) failure to provide meal periods; (5)
16 failure to provide rest periods; failure to reimburse necessary business expenses; (6) failure to
17 reimburse necessary business expenditures; (7) failure to provide and maintain accurate records;
18 (8) failure to timely pay wages due; (9) civil penalties under the Labor Code Private Attorneys
19 General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (10) Unfair Business
20 Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

21 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
22 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
23 and

24 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
25 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
26 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

27 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on
28 [REDACTED], 2023, which provides for the final resolution of all class, PAGA, and individual claims

1 asserted by Plaintiff against Defendants in the Action, on the terms and conditions set forth in the
2 Stipulation, subject to the approval of this Court;

3 NOW, therefore, the Court grants preliminary approval of the Settlement, and

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

5 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
6 in this Order shall have the meanings set forth therein.

7 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
8 the Class.

9 3. The Class is defined as follows: “*all current and former non-exempt, hourly employees*
10 *of Defendants who worked at least one shift in California from March 28, 2018, to the date of Preliminary*
11 *Approval of this Settlement, or September 27, 2023, whichever occurs first.*”

12 4. The Class is preliminarily certified for the purpose of settlement only.

13 5. The Court has determined that the intended Class Notice, attached to this Order as
14 **Exhibit 1**, including the accompanying Exclusion and Objection, fully and accurately informs all
15 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
16 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
17 Members.¹

18 6. The Court hereby grants preliminary approval of the Settlement and Stipulation as
19 fair, reasonable, and adequate in all respects to the Class Members, and ORDERS the parties to
20 consummate the Settlement in accordance with the terms of the Stipulation.

21 7. The plan of distribution as set forth in the Stipulation providing for the distribution
22 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
23 reasonable, and adequate.

24 8. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
25

26 _____
27 ¹ The Settlement Administrator shall file a declaration concurrently with the filing of any motion for
28 final approval authenticating a copy of every valid Exclusion or Objection Form received by the
Settlement Administrator. Further, the Settlement Administrator shall provide notice to any
objecting party of any continuance of the hearing on the motion for final approval.

1 Siegel, Julian Burns King, and Brent R. Boos of King & Siegel LLP, 724 S. Spring Street, Suite 201,
2 Los Angeles, California 90014.

3 9. The Court preliminarily approves the payment of attorneys' fees in the amount of
4 \$100,000.00 (or one-third of the Gross Settlement Amount) to Class Counsel, which shall be paid
5 from the Gross Settlement Amount.

6 10. The Court preliminarily approves the payment of incurred reasonable costs in an
7 amount not to exceed \$15,000 to Class Counsel, which shall be paid from the Gross Settlement
8 Amount as defined in the parties' Stipulation.

9 11. The Court preliminarily approves a payment in the amount of \$18,750.00 to the
10 California Labor & Workforce Development Agency, representing the State of California's portion
11 of civil penalties under PAGA (or 75% of \$25,000), which shall be paid from the Gross Settlement
12 Amount.

13 12. The Court preliminarily approves the payment of incurred reasonable
14 administration costs to the Settlement Administrator, CPT Group in an amount not to exceed
15 \$15,000, which shall be paid from the Gross Settlement Amount.

16 13. The Court preliminarily approves an enhancement award to the Class
17 Representative, Gilbert Gonzales, in the amount of \$10,000 which amount shall be paid from the
18 Gross Settlement Amount.

19 14. The Court preliminarily approves the California Bar's Justice Gap Fund as the *Cy*
20 *Pres* beneficiary under the Settlement.

21 15. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
22 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
23 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
24 wrongdoing in this Action or in any other proceeding.

25 16. In the event that the Settlement does not become effective in accordance with the
26 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
27 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
28 all orders entered, and releases delivered in connection herewith shall be null and void to the extent

provided by and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

17. The Court orders the following Implementation Schedule² for further proceedings:

a.	Deadline for Defendants to submit Class Member List to the Settlement Administrator	_____ [15 calendar days from the date of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	_____ [7 calendar days following the Settlement Administrator's receipt of Class List]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
d.	Deadline for Class Members to submit Notices of Objection to the Settlement	_____ [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ [30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
g.	Deadline for the Parties' replies to any timely Class Member Objections to the Settlement	_____ [16 Court days prior to the Final Settlement Approval Hearing]
h.	Final Settlement Approval Hearing	_____, 2023 at _____ a.m./p.m.
i.	Settlement Administrator to Provide an Accounting of Funds	_____ [15 calendar days following the Effective Date of the Settlement]

² If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

1 2 3	j. Deadline for Defendants to pay the entire Gross Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [15 calendar days following receipt of the Settlement Administrator's accounting of funds]
4 5 6 7 8 9 10	k. Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [5 calendar days following receipt by the Settlement Administrator of the Gross Settlement Amount]
11 12 13	l. Deadline for the Settlement Administrator to file written certification with the Court re: mailing of Individual Settlement Payments	[50 calendar days following the distribution of the Gross Settlement Amount]

14
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16
17 DATED: _____

18 _____
19 Hon. David Cohn
20 San Bernardino County Superior Court Judge

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Gilbert Gonzales, an individual,
Plaintiff,

vs.

LRB Millwork & Casework, Inc., a California
corporation; **Rene Alberto Bernhardt**, an
individual; and **Does 1-10**, inclusive,
Defendants.

CASE NO. CIVSB2204728

[Assigned to Honorable David Cohn,
Department S-26]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION AND
RELEASE OF CLASS ACTION AND
PAGA CLAIM**

Date: _____ [Reserved]

Time: _____

Dept.: _____

1 **[PROPOSED] ORDER & JUDGMENT**

2 Plaintiff's Motion for Final Approval of the proposed settlement of this Action on the terms
3 set forth in the Joint Stipulation of Settlement and Release of Class Action and PAGA Claim (the
4 "Settlement" or "Stipulation") came on for hearing on [REDACTED], 2023.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Stipulation), and having considered the
7 supplemental declaration of the Settlement Administrator, Stipulation, all of the legal authorities
8 and documents submitted in support thereof, all papers filed and proceedings had herein, all oral
9 and written comments received regarding the Settlement, and having reviewed the record in this
10 litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and
11 orders and makes the following findings and determinations and enters final judgment as follows:

12 1. The Court hereby approves the terms set forth in the Settlement Agreement and
13 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant
14 with all applicable requirements of the California Code of Civil Procedure, the California and
15 United States Constitutions, including the Due Process clauses, the California Rules of Court, and
16 any other applicable law, and in the best interests of each of the Parties and Class Members.

17 2. All terms used in this order shall have the same meaning as used and/or defined in
18 the Parties' Stipulation and Plaintiff's Motion for Order Granting Final Approval of Class Action
19 Settlement. A copy of the Stipulation is attached to the Declaration of Elliot J. Siegel in Support of
20 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a
21 part of this Order.¹

22 3. The Court has personal jurisdiction over the Parties to this litigation and subject
23 matter jurisdiction to approve the Settlement and all exhibits thereto.

24 4. The Court finally certifies the Class as defined in the Stipulation and as follows:

25 *"All current and former non-exempt, hourly employees of Defendants who worked at least*
26 *one shift in California from March 28, 2018, to [the date of Preliminary Approval of this*
Settlement, or September 27, 2023, whichever occurs first]."

27
28 ¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

1 5. The Court finds this definition sufficient for the purpose of rule 3.765(a) of the
2 California Rules of Court for the purpose of effectuating the Settlement.

3 6. The Court finds that an ascertainable class of [REDACTED] Participating Class
4 Members exists and a well-defined community of interest exists on the questions of law and fact
5 involved because in the context of the Settlement: (i) all related matters, predominate over any
6 individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and
7 (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have
8 fairly and adequately represented and protected the interest of the Class Members.

9 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
10 compromise of the Class's claims and will avoid additional and potentially substantial litigation
11 costs, as well as the delay and risks to the Parties if they were to continue to litigate the case. After
12 considering the monetary recovery provided as part of the Settlement, in light of the challenges
13 posed by continued litigation, the Court concludes that Class Counsel secured significant relief for
14 Class Members. The Court finds that the Settlement has been reached as a result of informed and
15 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
16 extensive investigation and research, and their attorneys were able to reasonably evaluate their
17 respective positions.

18 8. The Court is satisfied that CPT Group, which functioned as the Settlement
19 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
20 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
21 the Settlement terms, their right to do nothing and receive their settlement share, their right to
22 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
23 right to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
24 Settlement. Adequate periods of time to respond and to act were provided by each of these
25 procedures. [REDACTED] Class Member(s) filed written objections to the Settlement as part of this notice
26 process; [REDACTED] Class Member(s) filed a written statement of intention to appear at the Final Approval
27 and Fairness Hearing; and [REDACTED] Class Member(s) submitted a request for exclusion. Those Class
28

1 Members who requested exclusion, specifically [REDACTED], will not be bound by the Settlement
2 and will not receive any portion of the Net Settlement Amount.

3 9. The Court appoints Plaintiff Gilbert Gonzales as Class Representative and finds him
4 to be adequate.

5 10. The Court appoints Elliot J. Siegel, Julian Burns King, and Brent R. Boos of King &
6 Siegel LLP as Class Counsel, and finds each of them to be adequate, experienced, and well-versed
7 in class action litigation.

8 11. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$300,000.00 and the allocation for determining Individual Settlement Payments, are fair, adequate,
10 and reasonable to the Class and to each Class Member, and the Court grants final approval of the
11 Settlement as set forth in the Stipulation, subject to this Order.

12 12. The Court further approves the following distributions from the Gross Settlement
13 Amount, which fall within the ranges stipulated by and through the Settlement Agreement:

14 a. The amount of \$ [REDACTED] designated for payment to the Settlement
15 Administrator is fair and reasonable. The Court grants final approval of it and orders the
16 Parties to make the payment to the Settlement Administrator in accordance with the
17 Stipulation.

18 b. The amount requested by Plaintiff and Class Counsel for the Class Counsel's
19 attorneys' fees, representing one-third of the Gross Settlement Amount or \$100,000.00 is
20 fair and reasonable in light of the benefits obtained for the Class. The Court grants final
21 approval of, awards, and orders the Class Counsel fees payment to be made in accordance
22 with the Stipulation.

23 c. The Court awards Class Counsel \$ [REDACTED] in litigation costs, which is an
24 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
25 The Court grants final approval of Class Counsel's litigation expenses payment and orders
26 payment of this amount to be made in accordance with the Stipulation.

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1 d. The \$10,000.00 class representative incentive payment requested for
2 Named Plaintiff is fair and reasonable. The Court grants final approval of the payment and
3 orders the payment to be made in accordance with the Stipulation.

4 e. The Court approves of the \$25,000.00 allocation assigned for claims under
5 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
6 \$18,750.00) to be paid to the California Labor and Workforce Development Agency in
7 accordance with the terms of the Settlement Agreement. The remainder is to be paid to the
8 PAGA Members per the Stipulation.

9 13. All Participating Class Members shall be bound by the Settlement and this Order,
10 including the release of claims as set forth in the Stipulation. In addition, the State of California and
11 the PAGA Members are bound by the Settlement and release of PAGA claims set forth in this Order
12 and Judgment.

13 14. The Parties shall bear their own respective attorneys' fees and costs except as
14 otherwise provided in this Order and the Stipulation.

15 15. All checks mailed to the Class Members must be cashed within 180 days after mailing.
16 Any envelope transmitting a settlement distribution to a class member shall bear the notation,
17 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18 16. Plaintiff shall file with the Court a report regarding the status of distribution no later
19 than fifty (50) days after all funds have been distributed.

20 17. The Court approves the California Bar's Justice Gap Fund as the *Cy Pres* Beneficiary
21 and finds that it complies with all requirements under C.C.P. § 384. Per Section 384(b), the Court
22 will amend this Judgment after Class Counsel provides the Court with the report regarding
23 distribution of funds to direct that any uncashed funds be paid to the California Bar's Justice Gap
24 Fund.

25 18. No later than 10 days from this Order, the Settlement Administrator shall give notice
26 of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy
27 of this Order and Final Judgment on its website assigned to this matter.

1 19. The Court orders the Parties to comply with and carry out all terms and provisions
2 of the Stipulation, to the extent that the terms thereunder do not contradict this Order, in which
3 case the provisions of this order shall take precedence and supersede the Stipulation.

4 20. The Court retains continuing jurisdiction over the Action and the Settlement,
5 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
6 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement, (b) addressing
7 settlement administration matters, and (c) addressing such post-judgment matters as may be
8 appropriate under court rules or applicable law.

9 21. This Final Approval Order and the Stipulation, and all papers related thereto, are
10 not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
11 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
12 wrongdoing in this Action or in any other proceeding.

13 22. This final judgment is intended to be a final disposition of the above-captioned action
14 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
15 released by the Settlement against Defendants.

16 23. The Court hereby sets a hearing date of [REDACTED] at [REDACTED] a.m./p.m. for a
17 hearing on the final accounting and distribution of the settlement funds.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

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DATED: _____

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Hon. David Cohn
San Bernardino County Superior Court Judge

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Title	Long-Form Settlement Agreement for Signature
File name	Stipulation of Se... BE EXECUTED].pdf
Document ID	54ec0d70b0e6f71da390767bb3ca3a44ab201f2f
Audit trail date format	MM / DD / YYYY
Status	● Signed

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