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OLDCASTLE BUILDINGENVELOPE, INC. and
CRH AMERICAS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

HECTOR JIMENEZ, an Individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

OLDCASTLE BUILDINGENVELOPE,
INC., a Delaware Corporation; CRH
AMERICAS, INC., a Delaware
Corporation and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 21STCV33810

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
STIPULATION**

1 This Class Action and PAGA Settlement Agreement and Stipulation is entered into between
2 Defendants OLDCASTLE BUILDINGENVELOPE, INC. and CRH AMERICAS, INC. and
3 Plaintiff HECTOR JIMENEZ.

4 **DEFINITIONS**

5 1. Action. “Action” means the class action lawsuit entitled *Hector Jimenez, et*
6 *al. v. Oldcastle BuildingEnvelope, Inc., et al.*, filed in the Superior Court of California, Los Angeles
7 County, as case number 21STCV33810.

8 2. Agreement. “Agreement” or “Settlement Agreement” shall refer to the
9 instant Class Action Settlement Agreement and Stipulation.

10 3. Attorneys’ Fees. “Attorneys’ Fees” refers to the amount to be awarded to
11 Class Counsel (as defined below) for the work it has performed in furtherance of the Action, which,
12 pending Court approval, shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000).

13 4. Attorneys’ Costs. “Attorneys’ Costs” refers to the amount to be reimbursed
14 for Class Counsel’s litigation costs and expenses, which, pending Court approval, shall not exceed
15 Twenty Thousand Dollars (\$20,000).

16 5. Class Counsel. “Class Counsel” shall mean Bruce Kokozyan and Alex
17 DiBona of Kokozyan Law Firm, APC and/or any successor(s) thereof.

18 6. Class Members, and the Class. “Class Members” (individually, “Class
19 Member”) are all current and former non-exempt employees of Oldcastle BuildingEnvelope, Inc.
20 employed in California during the Class Period (as defined below).

21 7. Class Notice. “Class Notice” means the Notice of Class Action and PAGA
22 Settlement mutually agreed upon by the Parties and approved by the Court to be sent to the Class
23 Members and PAGA Members (as defined below) following preliminary approval that includes the
24 scope of release language for Settled Claims (as defined below) and Settled PAGA Claims (as
25 defined below), notifies Class Members and PAGA Members of the Settlement (as defined below),
26 explains the Class Members’ options, including how Class Members may opt out or object to the
27 Settlement, and explains the facts and methods based on which the Class Members’ and PAGA
28

Members' estimated settlement payments are calculated, substantially in the form attached hereto as **Exhibit A**.

8. **Class Period**. "Class Period" means September 14, 2017 to the date of the Preliminary Approval Order (as defined below).

9. **Class Settlement**. "Class Settlement" refers to the settlement and resolution of the Settled Claims.

10. **Complaint**. "Complaint" refers to the First Amended Class Action Complaint filed in the Action on February 1, 2022.

11. **Court**. "Court" refers to the Superior Court of California, Los Angeles County, or other court, that will approve the Agreement.

12. **Day**. "Day" or "days" refers to a calendar day(s) unless otherwise stated. If any designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next business day.

13. **Defendants**. "Defendants" means, collectively, Oldcastle BuildingEnvelope, Inc. and CRH Americas, Inc.

14. **Effective Date**. "Effective Date" of this Agreement means the first business day following the last of the following occurrences: (i) sixty (60) calendar days following the date the Court enters the Final Approval Order and Judgment; and (ii) if an appeal is taken from the Final Approval Order and Judgment, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible.

15. **Final Approval Order and Judgment**. "Final Approval Order and Judgment" means the order and judgment entered and filed by the Court, that: (1) ultimately approves this Agreement; (2) awards and orders the payment of all required amounts pursuant to the terms of this Agreement (approved Attorneys' Fees and Attorney's Costs, Individual Settlement Payments to Class Members and Individual PAGA Payments to PAGA Members, *etc.* (as defined below), and (3) enters judgment in the Action pursuant to California Rules of Court, 3.769, et seq.. The Final Approval Order and Judgment will constitute a binding and final resolution, have full *res judicata*

1 effect, and discharge Defendants and Released Parties (as defined below) from liability for any and
2 all claims by Plaintiff, all Settlement Class Members (as defined below) as to all Settled Claims,
3 and the State of California as to all Settled PAGA Claims as set forth in this Agreement.

4 16. Final Approval Hearing. “Final Approval Hearing” means the hearing at
5 which the Court shall consider the motion for final approval of this Settlement and determine
6 whether to fully and finally approve the fairness and reasonableness of this Settlement and
7 Agreement, and enter the Final Approval Order and Judgment.

8 17. Last Known Address. “Last Known Address” means the most recently
9 recorded mailing address for a Class Member and/or PAGA Member contained in Defendants’
10 payroll records.

11 18. Maximum Settlement Amount. “Maximum Settlement Amount” means a
12 maximum total payment of Nine Hundred Sixty Thousand Dollars and Zero Cents (\$960,000.00),
13 payable by Defendants under this Agreement. In addition, Defendants must also deposit the
14 employer side share of payroll taxes. The Maximum Settlement Amount includes all: (1) Individual
15 Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA
16 Members, and contributions in connection with the wage portions of any Individual Settlement
17 Payments; (2) Attorneys’ Fees; (3) Attorney’s Costs; (4) Settlement Administration Costs (as
18 defined below); (4) LWDA’s portion of the PAGA Allocation (i.e., the LWDA Payment); and (5)
19 Service Payment (as defined below) to Plaintiff. In no event shall Defendants be required to pay
20 any amounts above the Maximum Settlement Amount to effectuate this Agreement. The Settlement
21 Administrator will withhold the employees’ and employer’s share of taxes on settlement payments,
22 as provided below, and Class Members and PAGA Members shall remain responsible for paying
23 any additional taxes due on any payments they are issued under the settlement.

24 19. Net Distribution Fund. “Net Distribution Fund” means the amount available
25 for distribution to Settlement Class Members, which is the Maximum Settlement Amount, less the
26 amount that the Court approves for: (1) the PAGA Allocation; (2) Attorneys’ Fees; (3) Attorneys’
27 Costs; (4) Settlement Administration Costs; and (5) Service Payment. Each Settlement Class
28 Member will be entitled to a *pro rata* share of the Net Distribution Fund (referred to as “Individual

1 Settlement Payment”) based on the number of Workweeks credited to each Settlement Class
2 Member during the Class Period.

3 20. Objection. “Objection” means an objection to the Class Settlement that a
4 Settlement Class Member submits in writing to the Settlement Administrator. Each “Objection”
5 must (1) contain the full name, address, and telephone number of the Settlement Class Member
6 objecting and the case name and number of the Action; (2) be signed by the Settlement Class
7 Member; (3) be postmarked or fax stamped on or before the Response Deadline (as defined below)
8 and returned to the Settlement Administrator at the specified address or fax number; and (4) give
9 the legal and factual basis for objection to the Class Settlement. If a Class Member submits both
10 an Objection and an Opt Out Request, he or she will be excluded from the Class Settlement and the
11 Objection will not be considered.

12 21. Opt Out Request. “Opt Out Request” means a request by a Class Member
13 to be excluded from the Class Settlement. Each “Opt Out Request” must (1) contain the full name,
14 address, and telephone number of the Class Member requesting exclusion from the Class Settlement
15 and the case name and number of the Action; (2) be signed by the Class Member; (3) be postmarked
16 or fax stamped on or before the Response Deadline and returned to the Settlement Administrator at
17 the specified address or fax number; and (4) contain a statement substantially similar to:

18 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS
19 IN THE *JIMENEZ V. OLDCASTLE BUILDINGENVELOPE, INC.* LAWSUIT,
20 AND UNDERSTAND THAT IF I ASK TO BE EXCLUDED, I WILL NOT
21 RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT. I UNDERSTAND
22 THAT, NEVERTHELESS, SETTLED PAGA CLAIMS WILL BE RELEASED
23 AND SETTLED.”

24 22. Parties. “Parties” shall mean Plaintiff and Defendants.

25 23. PAGA Allocation. “PAGA Allocation” refers to the amount of Thirty
26 Thousand Dollars (\$30,000.00) which is allocated to the settlement of the Settled PAGA Claims,
27 which will be distributed 75% to the Labor and Workforce Development Agency (“LWDA
28 Payment”) and 25% to PAGA Members (“Net PAGA Distribution Amount”), on a *pro rata* basis

1 (“Individual PAGA Payment(s)” refer to PAGA Members’ *pro rata* share of 25% of the PAGA
2 Allocation).

3 24. PAGA Members. “PAGA Members” means all current and former non-
4 exempt employees of Oldcastle BuildingEnvelope, Inc. employed in the State of California during
5 the PAGA Period.

6 25. PAGA Period. “PAGA Period” means the period from September 28, 2020
7 through the date of the Preliminary Approval Order.

8 26. PAGA Settlement. “PAGA Settlement” refers to the settlement and
9 resolution of the Settled PAGA Claims.

10 27. Pay Period. “Pay Periods” shall mean a time period of two calendar week
11 increments, in accordance with Oldcastle BuildingEnvelope, Inc.’s normal bi-weekly payroll cycle,
12 in which a Class Member or PAGA Member performed work for Defendants at least one day. The
13 Parties agree that, for purposes of determining a PAGA Member’s Pay Periods under this
14 Agreement, Pay Periods may be calculated as the number of days between a PAGA Member’s hire
15 date(s) (or September 28, 2020, which ever is later) and termination date(s) (or the date of
16 Settlement Approval in the absence of a subsequent termination date) based on a 360-day year
17 (using Microsoft Excel’s DAYS360 or similar function which returns the number of days between
18 two dates) and dividing the result by 14 and then rounding that number up to the nearest whole
19 number.

20 28. Plaintiff. “Plaintiff” collectively means Plaintiff Hector Jimenez.

21 29. Preliminary Approval Order. “Preliminary Approval Order” is the Order
22 entered and filed by the Court that preliminarily approves the terms and conditions of this
23 Agreement, including approval of the Parties’ Agreement that specifies the content of notice and
24 manner in which notice will be provided to the Class and responded to by the Class.

25 30. Released Parties. “Released Parties” means Defendants CRH Americas, Inc.
26 and Oldcastle BuildingEnvelope, Inc. and each of its officers, directors, members, partners, owners,
27 shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates,
28 independent contractors, volunteers, predecessors, successors, parent companies and organizations,

1 insurers, and any and all other persons, firms and corporations in which Defendants may have an
2 interest.

3 31. Response Deadline. The “Response Deadline” means the day that is forty-
4 five (45) days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail
5 and is the deadline to submit an Opt Out Request (as defined herein), Objection (as defined herein),
6 and/or Workweeks Dispute (as defined below). Any Class Members that have their notices remailed
7 shall have an additional five (5) days to respond.

8 32. Service Payments. “Service Payment” refers to the amount of Five Thousand
9 Dollars (\$5,000.00) to Plaintiff in exchange for his service in furtherance of the Action, and
10 Plaintiff’s Individual Release (as defined in Paragraph 49, below).

11 33. Settlement. “Settlement” shall refer to the agreement of the Parties to settle
12 the claims as set forth and embodied in this Agreement.

13 34. Settlement Administrator. “Settlement Administrator” shall mean CPT
14 Group, Inc., a neutral third party administrator as mutually chosen by the Parties and approved by
15 the Court.

16 35. Settlement Administration Costs. “Settlement Administration Costs” refers
17 to the amount to be paid to the Settlement Administrator for the costs of administering this
18 Settlement, not to exceed Twenty Thousand Dollars (\$20,000.00).

19 36. Settled Class Claims. “Settled Class Claims” means all claims, charges,
20 complaints, liens, demands, causes of action, obligations, damages and liabilities, whether known
21 or unknown, that arise during the Class Period that each Settlement Class Member had, now has,
22 or may hereafter claim to have against the Released Parties and that were asserted in the Complaint,
23 or that could have been asserted in the Complaint based on any of the facts or allegations in the
24 Complaint or PAGA Notice, regardless of whether such claims arise under federal, state and/or
25 local law, statute, ordinance, regulation, common law, or other source of law. The Settled Class
26 Claims specifically include, but are not limited to claims for unpaid wages, the alleged failure to
27 provide meal periods or compensation in lieu thereof, failure to provide paid rest periods, failure to
28 timely furnish accurate itemized wage statements, record keeping violations, failure to timely pay

1 wages, unfair business practices, and violations of the California Labor Code and Industrial Welfare
2 Commission Wage Orders, including and not limited to, for violations of California Labor Code §§
3 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
4 and Industrial Welfare Commission Wage Orders.

5 37. Settled PAGA Claims. “Settled PAGA Claims” means all claims for civil
6 penalties that were asserted, or could have been asserted, or that arise, whether known or unknown,
7 during the PAGA Period, based for any of the alleged violations of the California Labor Code
8 and/or Industrial Welfare Commission Wage Orders that were asserted, or could have been
9 asserted, within the Complaint and PAGA Notice based on any facts or allegations therein,
10 including, but not limited to, violations of California Labor Code §§ 201, 202, 203, 226(a), 226.3,
11 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and Industrial Welfare
12 Commission Wage Orders.

13 38. Settlement Class/Settlement Class Member(s). “Settlement Class” or
14 “Settlement Class Member(s)” means all Class Members who have not submitted a timely and valid
15 Opt Out Request.

16 39. Settlement Proceeds Distribution Deadline. “Settlement Proceeds
17 Distribution Deadline” means a date that is fourteen (14) days after the Maximum Settlement
18 Amount has been deposited by Defendant.

19 40. Updated Address. “Updated Address” means a mailing address that was
20 updated by a reasonable address verification measure of the Settlement Administrator or by an
21 updated mailing address provided by the United States Postal Service for a Class Member or PAGA
22 Member.

23 41. Workweek. “Workweek” shall mean any calendar week (i.e. a week
24 beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member
25 performed work for Defendants at least one day. The Parties agree that, for purposes of determining
26 a Class Member’s Workweeks under this Agreement, Workweeks may be calculated as the number
27 of days between a Class Member’s hire date(s) (or September 14, 2017, which ever is later) and
28 termination date(s) (or the date of Settlement Approval in the absence of a subsequent termination

1 date) based on a 360-day year (using Microsoft Excel's DAYS360 or similar function which returns
2 the number of days between two dates) and dividing the result by 7 and then rounding that number
3 up to the nearest whole number.

4 **RECITALS**

5 42. Plaintiff's Class Action Complaint for Damages was filed on September 14,
6 2021 in the Superior Court of California, County of Los Angeles, commencing the Action.
7 Plaintiff's Class Action Complaint alleged the following causes of action: (1) failure to pay
8 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or
9 compensation in lieu thereof; (4) failure to provide paid rest periods; (5) failure to timely furnish
10 accurate itemized wages statements; (6) Violation of Labor Code § 203; and (7) unfair business
11 practices.

12 43. Plaintiff contends that on September 28, 2021, Plaintiff provided the Labor
13 and Workforce Development Agency of his intent to pursue civil penalties against Defendants
14 under the Private Attorneys General Act for alleged violations of the California Labor Code and
15 applicable Industrial Welfare Commission Wage Orders (the "PAGA Notice").

16 44. Plaintiff's First Amended Class Action Complaint for Damages was filed on
17 February 1, 2022. Plaintiff's First Amended Class Action Complaint alleged the following causes
18 of action: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to
19 provide meal periods or compensation in lieu thereof; (4) failure to provide paid rest periods; (5)
20 failure to timely furnish accurate itemized wages statements; (6) Violation of Labor Code § 203;
21 (7) unfair business practices; and (8) penalties pursuant to Labor Code § 2698, *et seq.*

22 45. Defendants and Plaintiff, on behalf of Plaintiff and Class Members, attended
23 mediation with Hon. Ronald M. Sabraw (Ret.) on September 28, 2022, wherein the Parties reached
24 the Agreement herein. The Parties agree that the terms and conditions of this Agreement are the
25 result of lengthy, intensive arms-length negotiations between the Parties supervised by an
26 experienced employment law mediator. The Parties agree that the Agreement is entered into in
27 good faith as to each Class Member and PAGA Member, and that the Settlement is fair, reasonable
28 and adequate as to each Class Member and PAGA Member.

NOW THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Plaintiff, individually on behalf of themselves and on behalf of the Class Members and the State of California pursuant to the Private Attorneys General Act, on the one hand, and Defendants, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions.

47. Stipulation for Class Certification. The Parties stipulate to the certification of the Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no

1 bearing on, and shall not be admissible in connection with, whether class certification would be
2 appropriate in any other context in the Action, or any other action.

3 48. Release of Settled Class Claims. As of the Effective Date and full funding
4 of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members shall be deemed
5 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any
6 and all Settled Class Claims against any and all Released Parties. The Settlement includes a release
7 of all Settled Class Claims during the Class Period by Settlement Class Members.

8 a. The Parties agree for settlement purposes only that, because the Class
9 Members are so numerous, it is impossible or impracticable to have each Class Member execute
10 this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature
11 of the Class Settlement as to Settlement Class Members and the binding nature of the PAGA
12 Settlement as to the State of California and all PAGA Members, and such notice shall have the
13 same force and effect as if the Agreement were executed by each Class Member.

14 b. The Parties agree that this is a settlement of disputed claims not
15 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

16 49. Release of Settled PAGA Claims. As of the Effective Date and full funding
17 of the Maximum Settlement Amount, the State of California, with respect to Plaintiff and all PAGA
18 Members, shall be deemed to have fully, finally, and forever released, settled, compromised,
19 relinquished, and discharged any and all of the Released Parties of and from any and all Settled
20 PAGA Claims. The Parties agree that it is their intent that the terms set forth in this Agreement
21 will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
22 other action of any kind, by each and every PAGA Member to obtain any recovery based on the
23 Settled PAGA Claims.

24 50. Individual Release of Claims for Plaintiff. As of the Effective Date and
25 full funding of the Maximum Settlement Amount, in addition to all other releases set forth in this
26 Agreement, and except as to claims specifically excluded, Plaintiff makes the additional following
27 general release of all claims, known or unknown. Plaintiff releases the Released Parties from all
28 claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever,

1 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
2 violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection
3 with any act or omission by or on the part of any of the Released Parties committed or omitted
4 through the execution of this Agreement. Plaintiff also specifically agrees and acknowledges that
5 he is waiving all claims under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the
6 Americans with Disabilities Act, the California Fair Employment and Housing Act, the Family and
7 Medical Leave Act, the Employee Retirement Income Security Act, the California Labor Code,
8 California Government Code, and California Business and Professions Code. (The release set forth
9 in this Paragraph shall be referred to as the "Individual Release"). Plaintiff agrees not to sue or
10 otherwise make a claim against any of the Released Parties that is in any way related to his
11 Individual Release to the maximum extent permitted by law. The Individual Release includes any
12 unknown claims Plaintiff does not know or suspect to exist in his favor at the time of entering into
13 this Agreement, which, if known by either, might have affected his respective settlement with, and
14 release of, the Released Parties by Plaintiff or might have affected his decision not to object to this
15 Settlement. Plaintiff stipulates and agrees that he shall be deemed to have, and by operation of the
16 Final Approval Order and Judgment shall have, expressly waived and relinquished, to the fullest
17 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
18 Code, which states:

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

25 This Individual Release shall not affect or bar any claims that Plaintiff may have for
26 Unemployment Insurance, claims under the National Labor Relations Act, and the right to receive
27 benefits under any retirement plan or to elect COBRA continuation of health insurance benefits.
28 Nor shall the Individual Release preclude Plaintiff from filing a charge with any applicable

1 administrative agency. Plaintiff understands and agrees, however, that by way of the Individual
2 Release, he individually releases any right to recover monetary damages in an action brought by an
3 administrative agency. Plaintiff's Individual Release also does not extend to any claims asserted
4 by Plaintiff in the class action lawsuit entitled *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope,*
5 *Inc., et al.*, filed on or about September 29, 2021, in the Superior Court of California, Los Angeles
6 County, as case number 21STCV35876.

7 51. Calculation of Settlement Payments. Subject to final Court approval and the
8 conditions specified in this Agreement, and in consideration of the mutual covenants and promises
9 set forth herein, Defendants agree to make a payment or payments as set forth herein totaling an
10 amount of, but not to exceed the Maximum Settlement Amount. The Maximum Settlement Amount
11 shall be apportioned as follows:

12 a. Attorneys' Fees. Class Counsel will apply to the Court for an award
13 of attorneys' fees of 33⅓ percent of the Maximum Settlement Amount, which is no more than
14 Three Hundred Twenty Thousand Dollars (\$320,000) (i.e., Attorneys' Fees). The Attorneys' Fees
15 shall be paid from and be deducted from the Maximum Settlement Amount subject to Court
16 Approval, and Defendants will not oppose such application. In the event the Court approves an
17 amount of attorneys' fees that is less than the amount provided herein, the unawarded amount shall
18 become part of the Net Distribution Fund for distribution to Settlement Class Members. Any
19 reduction by the Court shall not constitute grounds for revocation or cancellation of this Agreement
20 by Plaintiff.

21 b. Attorneys' Costs. Class Counsel shall request approval of an amount
22 not to exceed Twenty Thousand Dollars (\$20,000) for reimbursement of litigation costs and
23 expenses incurred in the Action (i.e., Attorneys' Costs), which will be paid and deducted from the
24 Maximum Settlement Amount subject to Court approval. Defendants will not oppose such
25 application. Any unawarded Attorneys' Costs shall become part of the Net Distribution Fund for
26 distribution to Settlement Class Members. Any reduction by the Court shall not constitute grounds
27 for revocation or cancellation of this Agreement by Plaintiff. Attorneys' Fees as specified in the
28 preceding paragraph and Attorneys' Costs as specified in this paragraph shall cover all claimed and

1 unclaimed Attorneys' Fees, Attorneys' Costs, and other amounts payable or awardable against
2 Defendants for Class Counsel's work, effort, or involvement in the Action and in carrying out the
3 Agreement and includes any and all work, effort, or involvement to carry out the terms of the
4 Agreement and as may be potentially or actually necessary or advisable to defend the Agreement
5 and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These
6 specified Attorneys' Fees and Attorneys' Costs shall be the sole payment for attorneys' fees and
7 costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and
8 costs in connection with the Action.

9 c. Settlement Administration Costs. Class Counsel will also apply to
10 the Court for approval of costs of settlement administration in an amount estimated to be up to
11 Twenty Thousand Dollars (\$20,000.00), which the Parties agree will be paid and deducted from
12 the Maximum Settlement Amount (i.e., Settlement Administration Costs) subject to Court
13 approval. Defendants will not oppose such application. Any unawarded amount shall become part
14 of the Net Distribution Fund for distribution to Settlement Class Members. Class Counsel will
15 specify the amount sought for such costs, up to the foregoing maximum, in Plaintiff's motion for
16 final approval of the Settlement.

17 d. Plaintiff's Service Payments. Class Counsel will apply to the Court
18 for approval of an enhancement award in an amount not to exceed Five Thousand Dollars
19 (\$5,000.00) to Plaintiff to be paid and deducted from the Maximum Settlement Amount, subject to
20 Court approval, for their services in this litigation and in consideration for the Individual Release
21 by Plaintiff (i.e., the Service Payment). Defendants will not oppose such applications. Any
22 unawarded amount shall become part of the Net Distribution Fund for distribution to Settlement
23 Class Members. Any reduction by the Court shall not constitute grounds for revocation or
24 cancellation of this Agreement by Plaintiff.

25 e. PAGA Allocation and Payments. Pursuant to California Labor Code
26 Section 2698, *et seq.*, the Parties designate Thirty Thousand Dollars (\$30,000.00) of the Maximum
27 Settlement Amount to resolve the Settled PAGA Claims (i.e., the PAGA Allocation). Pursuant to
28 the California Labor Code, seventy-five percent (75%) of the PAGA Allocation, which is Twenty-

Two Thousand Five Hundred Dollars (\$22,500.00), will be paid to the LWDA (i.e., the LWDA Payment). The remaining twenty-five percent (25%) of the PAGA Allocation, which is Seven Thousand Five Hundred Dollars (\$7,500.00) ("Net PAGA Distribution Amount"), shall be paid to PAGA Members on a *pro rata* basis based on the number of Pay Periods worked by the PAGA Member during the PAGA Period as follows:

i. The Settlement Administrator will use the number of Pay Periods worked by PAGA Members during the PAGA Period ("Qualifying PAGA Pay Periods(s)") as reflected in the Class List to be provided by Defendants to the Settlement Administrator;

ii. Each of the PAGA Members is eligible to receive a *pro rata* share of the Net PAGA Distribution Amount based on his or her share of the total number of Qualifying PAGA Pay Periods.

iii. The value of a single Qualifying PAGA Pay Period shall be determined by dividing the Net PAGA Distribution Amount by the total number of Qualifying PAGA Pay Periods by all PAGA Members. Each PAGA Member shall receive an Individual PAGA Payment equal to his or her individual Qualifying PAGA Pay Periods multiplied by the value of a single Qualifying PAGA Pay Period.

f. Net Distribution Fund and Individual Settlement Payments to Settlement Class Members. Individual Settlement Payments to the Settlement Class Members will be calculated as follows:

i. The Settlement Administrator will use the number of Workweeks worked by Class Members during the Class Period ("Qualifying Workweek(s)") as reflected in the Class List to be provided by Defendants to the Settlement Administrator;

ii. Each of the Class Members is eligible to receive a *pro rata* share of the Net Distribution Fund based on his or her share of the total number of Qualifying Workweeks worked.

iii. The value of a single Qualifying Workweeks shall be determined by dividing the Net Distribution Fund by the total number Qualifying Workweeks by all Settlement Class Members. Each Settlement Class Member shall receive a gross Individual

1 Settlement Payment equal to his or her Qualifying Workweeks multiplied by the value of a single
2 Qualifying Workweek.

3 g. The Parties agree that under no circumstances shall Defendants be
4 obligated to pay any amounts under this Agreement to any Class Member other than the Individual
5 Settlement Payment to Settlement Class Members and Individual PAGA Payment to PAGA
6 Members that is provided for under this Agreement.

7 h. The Parties acknowledge and agree that the formula used to calculate
8 Individual Settlement Payments and Individual PAGA Payments does not imply that all of the
9 elements of damages covered by the release are not being taken into account.

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

18 53. Taxation of Settlement Proceeds.

19 a. The Parties agree that the Individual Settlement Payments shall be
20 allocated as follows: one third of each Participating Class Member's Individual Class Payment will
21 be allocated to settlement of wage claims (the "Wage Portions"). The Wage Portions are subject to
22 tax withholding and will be reported on an IRS W-2 Form. The remaining two-thirds of each
23 Participating Class Member's Individual Class Payment will be allocated to settlement of claims
24 for non-wages (e.g. penalties, restitution and interest). (the "Non-Wage Portions". The Non-Wage
25 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms (if
26 required). Participating Class Members assume full responsibility and liability for any employee
27 taxes owed on their Individual Class Payment.

1 b. The Individual PAGA Payments to PAGA Members will be
2 designated one hundred percent (100%) as penalties and will be report on an IRS Form 1099 (if
3 required).

4 c. The Settlement Administrator shall calculate, withhold from the
5 Individual Settlement Payments, and remit to applicable governmental agencies sufficient amounts,
6 if any, as may be owed by Settlement Class Members for applicable employee taxes. The
7 Settlement Administrator will issue appropriate tax forms, as required, to each such Settlement
8 Class Member and PAGA Member consistent with the above allocations.

9 d. All Parties represent that they have not received, and shall not rely
10 on, advice or representations from other Parties or their agents regarding the tax treatment of
11 payments under federal, state, or local law. In this regard, Defendants make no representations
12 regarding the taxability of the Individual Settlement Payments, Individual PAGA Payments, or any
13 other payments made under this Agreement.

14 e. Class Counsel will be issued an IRS Form 1099 for the Attorneys'
15 Fees and Attorneys' Costs awarded by the Court.

16 f. Plaintiff will be issued IRS Form 1099s for any Service Payment
17 approved by the Court. The Service Payment payable to Plaintiff shall be in addition to the
18 Individual Settlement Payment and, if applicable, Individual PAGA Payment that he will receive.

19 54. Provisional Approval of Settlement. Plaintiff shall file a motion in the
20 Action and take all other necessary steps to request that the Court enter the Preliminary Approval
21 Order based on an agreed-upon Settlement schedule, subject to Court approval, including:

22 a. Class certification on the terms set forth in this Agreement solely for
23 purposes of Settlement;

24 b. Preliminarily approving the proposed Settlement and this
25 Agreement, including the payments to the Settlement Class Members, Class Counsel, Plaintiff,
26 PAGA Members, the Settlement Administrator, and the LWDA;

27 c. Preliminarily approving the appointment of Plaintiff as a
28 representative of the Class for settlement purposes;

- 1 d. Preliminarily approving the appointment of counsel for Plaintiff as
2 Class Counsel;
- 3 e. Appointing and approving the Settlement Administrator, to comply
4 with the duties and obligations as required by this Agreement;
- 5 f. Approving the form of the Class Notice mutually agreed upon by the
6 Parties;
- 7 g. Scheduling the Final Approval Hearing for consideration of whether
8 to grant final approval of this Agreement;
- 9 h. Approving the procedure to submit an Opt Out Request, Objection,
10 or Workweeks Dispute;

11 Defendants shall not oppose Class Counsel's motion for preliminary approval and
12 final approval of the Settlement so long as the motions and supporting papers are consistent with
13 the terms of this Agreement. Class Counsel shall provide Defendants with two business (2) days
14 to review and provide comments on the motions for preliminary and final approval of the
15 Settlement before the motions and supporting papers are filed with the Court. Failure of the Court
16 to grant preliminary approval will be grounds for the Parties to terminate the Settlement and the
17 terms of the Agreement. A request by the Court for supplemental briefing, or a preliminary denial
18 pending additional briefing, shall not be deemed a denial of preliminary approval or final approval.
19 To the extent the Court requests further or supplemental briefing, the Parties will work in good faith
20 to address the Court's concerns and questions.

21 55. Notice Procedure.

22 a. *Class and PAGA Member Data.* Within fifteen (15) calendar days
23 after notice of entry of the Preliminary Approval Order, Defendants shall provide to the Settlement
24 Administrator a data file that identifies for each individual, his/her full name, last-known address,
25 Social Security number, and the number of Qualifying Workweeks and, if applicable, Qualifying
26 PAGA Workweeks for each Class Member (collectively referred to as the "Class List"). The
27 Settlement Administrator will keep the Class List confidential and shall not provide it to anyone,
28 including Class Counsel, absent express written approval from Defendants, and shall use it only for

1 the purposes described herein, take adequate safeguards to protect confidential or private
2 information, and return or certify the destruction of the information upon completion of the
3 Settlement Administration process.

4 b. *Settlement Administrator Duties.* Prior to mailing the Class Notice,
5 the Settlement Administrator will update the addresses for the Class Members and PAGA Members
6 using skip trace. To the extent this process yields a different address from the one supplied by
7 Defendants, that Updated Address shall replace the address supplied by Defendants (i.e., Last
8 Known Address) and be treated as the new Last Known Address for purposes of this Agreement
9 and for subsequent mailings in particular.

10 c. *Notice Process.* Within fourteen (14) calendar days following
11 receipt of the Class List, the Settlement Administrator shall prepare and mail the approved Class
12 Notice. The Settlement Administrator shall deliver the Class Notice by First-Class U.S. Mail to
13 each Class Member and PAGA Member's Last Known Address or Updated Address (if applicable).

14 d. *Opt Out Request.* Any Class Member may exclude himself or herself
15 from the Class Settlement. Any such Opt Out Request must be submitted to the Settlement
16 Administrator in writing on or before the Response Deadline. Opt Out Requests do not apply to
17 the PAGA Settlement; PAGA Members will be bound to the PAGA Settlement (i.e., the settlement
18 and release of Settled PAGA Claims) irrespective of whether they exclude themselves from the
19 Class Settlement.

20 e. *Objections.* Any Settlement Class Member may object to the
21 Class Settlement by submitting an Objection to the Settlement Administrator. The Parties shall be
22 permitted to file responses to any Objections prior to the Final Approval Hearing and/or to respond
23 to or address the Objection at the Final Approval Hearing. At no time shall any of the Parties or
24 their counsel seek to solicit or otherwise encourage Settlement Class Members to submit any
25 Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel
26 shall not represent any Settlement Class Members with respect to any such Objections. Within two
27 (2) business days after receipt of an Objection, the Settlement Administrator shall serve the
28 Objection on the Parties, and at least sixteen (16) court days before the Final Approval Hearing,

1 the Settlement Administrator shall submit all Objections received by the Settlement Administrator
2 to the Court. The Court may consider an Opt Outs, and/or Objections submitted at or before the
3 hearing on Final Approval.

4 56. *Workweeks Disputes.* Class Members will have the right to challenge the
5 number of Qualifying Workweeks and/or Qualifying PAGA Workweeks allocated to them. Class
6 Members shall have until the Response Deadline to submit to the Settlement Administrator their
7 dispute in writing (“Workweek Dispute”) at the address indicated on the Class Notice. Each
8 Workweeks Dispute must: (1) contain the full name, address, and telephone number of the Class
9 Member and the case name and number of the Action; (2) be signed by the Class Member; (3) be
10 postmarked or fax stamped on or before the Response Deadline and returned to the Settlement
11 Administrator at the specified address or fax number; (4) clearly state the number of Workweeks
12 and/or PAGA Workweeks he or she believes is correct; and (5) attach any documents the Class
13 Member has to support his or her position that they be credited with the contended number of
14 Workweeks and/or PAGA Workweeks. The Settlement Administrator will inform Class Counsel
15 and Defendants’ Counsel in writing of any timely submitted Workweeks Disputes. Defendants
16 shall have the right to respond to any Dispute submitted by any Class Members within seven (7)
17 calendar days of being informed of a timely submitted Workweeks Dispute, and shall cooperate in
18 providing the Settlement Administrator with information to determine all such Workweeks
19 Disputes. The Settlement Administrator will determine all such Workweeks Disputes following
20 Defendants’ opportunity to respond. Subject to Court approval, Workweeks Disputes will be
21 resolved without hearing by the Settlement Administrator, who will make a decision based on
22 Defendants’ records and any documents or other information presented by the Class Member and/or
23 PAGA Member making the Workweeks Dispute, Class Counsel, or Defendants.

24 f. *Settlement Administrator Follow-up efforts.*

25 i. If a Class Notice is returned by the Post Office as
26 undeliverable, but with a forwarding address, on or before the Response Deadline, then, the
27 Settlement Administrator shall re-mail it by First-Class U.S. mail. If a Class Member personally
28 provides an updated address to the Settlement Administrator on or before the Response Deadline,

1 then, the Settlement Administrator shall re-mail said Class Member's Class Notice by First-Class
2 U.S. to the updated address provided by the Class Member. If a Class Notice is returned by the
3 Post Office as undeliverable, without a forwarding address, on or before the Response Deadline,
4 then, the Settlement Administrator shall conduct a search of the National Change of Address
5 database and, if an alternate address that is likely to be more current is located, proceed to re-mail
6 the Class Notice by First-Class U.S. mail to the alternate address.

7 g. *Documenting Communications.* The Settlement Administrator shall
8 date stamp documents it receives, including Opt Out Requests, Objections, Workweeks Disputes,
9 and any correspondences and documents from Class Members and PAGA Members.

10 h. *Settlement Administrator Declaration.* At least ten (10) court days
11 before the Final Approval Hearing, the Settlement Administrator shall prepare, subject to the
12 Parties' input and approval, a declaration setting forth the due diligence and proof of mailing of the
13 Class Notice, the results of the Settlement Administrator's mailings, including tracing and re-
14 mailing efforts, and the Class Members' and PAGA Members' responses to those mailing, and
15 provide additional information deemed necessary to approve the settlement.

16 i. *Settlement Administrator Written Reports.* Each week after initially
17 mailing the Class Notices and prior to the Response Deadline, the Settlement Administrator shall
18 provide the Parties with a report listing the number of Class Members that submitted Opt Out
19 Requests, Objections, and/or Workweeks Disputes. Within seven (7) calendar days after the
20 Response Deadline, the Settlement Administrator will provide a final report listing the number of
21 Class Members who submitted Opt Out Requests, Objections, and/or Workweeks Disputes.

22 j. *Settlement Administrator Calculations of Individual Settlement*
23 *Payments.* Within seven (7) calendar days after resolving all Workweeks Disputes made by
24 Settlement Class Members, and following entry of the Final Approval Order and Judgment, the
25 Settlement Administrator shall provide to the Parties a report showing its calculation of all amounts
26 that must be funded by Defendants under the Settlement, including and not limited to, calculations
27 of the Individual Settlement Payments to be made to Settlement Class Members and Individual
28 PAGA Payments to be made to PAGA Members. After receiving the Settlement Administrator's

1 report, Class Counsel and Defendants' counsel shall review the same to determine if the calculation
2 of payments is consistent with this Agreement and the Court's orders, and shall notify the
3 Settlement Administrator if either counsel does not believe the calculation is consistent with the
4 Agreement and/or the Court's orders. After receipt of comments from counsel, the Settlement
5 Administrator shall finalize its calculations of payments, at least five (5) days prior to the
6 distribution of such payments, and shall provide Class Counsel and Defendants' Counsel with a
7 final report listing the amount of all payments to be made to each Settlement Class Member from
8 the Net Distribution Fund and listing the amount of all payments to be made to each PAGA Member
9 from the Net PAGA Distribution Amount. The Settlement Administrator will also provide
10 information that is requested and approved by both Parties regarding its duties and other aspects of
11 the Settlement, and that is necessary to carry out the terms of the Settlement.

12 57. Requirements for Recovery of Individual Settlement Payments.

13 a. *Class Members.* No claim form is necessary to participate in the
14 Class Settlement. Unless a Class Member submits a valid and timely Opt Out Request, that Class
15 Member will be a Settlement Class Member, bound by the Final Approval Order and Judgment and
16 Class Settlement, and will receive a payment from the Net Distribution Fund (i.e., an Individual
17 Settlement Payment).

18 b. *PAGA Members.* All PAGA Members shall be bound by the PAGA
19 Settlement, and will be issued payment from the Net PAGA Distribution Amount (i.e., and
20 Individual PAGA payment).

21 c. *Late Submissions.* The Settlement Administrator shall not accept as
22 timely any Opt Out Request, Objection, or Workweeks Dispute postmarked after the Response
23 Deadline. It shall be presumed that, if an Opt Out Request, Objection, or Workweeks Dispute is
24 not postmarked or fax stamped on or before the Response Deadline, the Class Member did not
25 return the Opt Out Request, Objection, or Workweeks Dispute in a timely manner. However, the
26 Court may consider an Opt Outs, and/or Objections submitted at or before the hearing on Final
27 Approval.

1 d. *Opt-Out Procedure.* A Class Member will not be entitled to opt out
2 of the Class Settlement established by this Agreement unless he or she submits to the Settlement
3 Administrator a timely and valid Opt Out Request.

4 i. The Settlement Administrator shall not have the authority to
5 extend the deadline for Class Members to submit an Opt Out Request absent agreement by both
6 Parties.

7 ii. Class Members shall be permitted to rescind in writing their
8 Opt Out Request by submitting a written rescission statement to the Settlement Administrator no
9 later than the day before the Final Approval Hearing.

10 iii. If more than ten percent (10%) of the Class Members timely
11 opt out of the Class Settlement, Defendants shall have the sole and absolute discretion to withdraw
12 from this Agreement within seven (7) calendar days after the Response Deadline and written notice
13 from the Settlement Administrator of the final opt out rate. Defendants shall provide written notice
14 of such withdrawal to Class Counsel. In the event that Defendants elects to so withdraw, the
15 withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a
16 condition of Settlement, and the Agreement shall become null and void and have no further force
17 or effect, and Defendants will be responsible for any and all Settlement Administration Costs
18 incurred thus far.

19 58. Final Approval Hearing and Final Approval Order and Judgment.

20 a. *Entry of Final Judgment.* At the Final Approval Hearing, Plaintiff
21 will request, and Defendants will concur in said request, that the Court enter a jointly-agreed upon
22 Final Approval Order and Judgment.

23 b. *Motion.* Plaintiff will draft and file a motion for final approval in
24 conformity with any requirements from the Court and will take any other actions necessary to
25 request the entry of a Final Approval Order and Judgment in accordance with this Agreement. In
26 conjunction with the motion for final approval and requesting an award of Attorneys' Fees,
27 Attorneys' Costs, and Service Payments, Class Counsel shall file a declaration from the Settlement
28 Administrator confirming that the Class Notice was mailed to all Class Members as required by

1 this Agreement, as well as any additional information Class Counsel, with the input and approval
2 of Defendants, deems appropriate to provide to the Court.

3 c. *Order.* The Parties shall take all reasonable efforts to secure entry of
4 the Final Approval Order and Judgment. If the Court denies final approval of the Settlement, this
5 Agreement shall be void *ab initio*, and Defendants shall have no obligation to make any payments
6 under the Agreement besides any Settlement Administration Costs incurred thus far. A request by
7 the Court for supplemental briefing, or a preliminary denial pending additional briefing, shall not
8 be deemed a denial of final approval of the Settlement. To the extent the Court requests further or
9 supplemental briefing, the Parties will work in good faith to address the Court's concerns and
10 questions.. Said Final Approval Order and Judgment shall contain the following provisions:

11 i. Wherein the Court enters judgment, finding that this
12 Agreement and Settlement is fair, just, equitable, reasonable, adequate, and in the best interests of
13 the Class and was reached as a result of intensive, serious, and non-collusive arms-length
14 negotiations and was achieved with the aid of an experienced mediator and in good faith as to each
15 Class Member;

16 ii. Affirming that each side will bear its own costs and fees
17 (including attorneys' fees), except as provided by the Agreement, and that Defendants shall not be
18 required to pay any amounts other than as set forth in the Agreement;

19 iii. Confirming the certification of the Class for purposes of
20 Settlement only;

21 iv. Finding that the Settlement Administration process as carried
22 out afforded adequate protections to Class Members, provided the best notice practicable, and
23 satisfied the requirements of law and due process;

24 v. Ruling on any Objections to the Settlement;

25 vi. Approving the settlement of Settled PAGA Claims consistent
26 with the Settlement;

27 vii. Retaining Court jurisdiction after entry of judgment to
28 oversee administration and enforcement of the terms of the Agreement; and

viii. Requiring the Parties to carry out the provisions of this Agreement.

59. Notice to the Labor and Workforce Development Agency. Class Counsel is responsible for complying with all requirements of the PAGA governing notice to the LWDA of settlement and/or judgment. Specifically, Class Counsel will provide a copy of this Agreement to the LWDA at the same time that it is submitted to the Court and will further provide a copy of the Court's Preliminary Approval Order and Final Approval Order and Judgment to the LWDA within ten (10) calendar days after entry of said judgment or order as required by Labor Code sections 2699(1)(2)-(3).

60. Payment of Settlement. Defendants will deposit the Maximum Settlement Amount into an account established by the Settlement Administrator within fourteen (14) business days of the Effective Date.

a. The Parties agree that the Maximum Settlement Amount will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "administrator" of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Net Distribution Fund by the Settlement Administrator.

b. The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments and Individual PAGA Payments if it places said payments in the mail (First-Class U.S.). If, within forty-five (45) days of the initial mailing of the payment(s), the Settlement Administrator receives notice from Settlement Class Members or PAGA Members that they have not received their settlement check due to changes of address or other circumstances, the Settlement Administrator shall make reasonable efforts to ensure the initial payment is cancelled and re-issue the payment to the Settlement Class Member or PAGA Member.

1 The Settlement Administrator shall only undertake one re-issuance of a payment upon request of a
2 Settlement Class Member.

3 c. The distribution of Attorneys' Fees, Attorneys' Costs, LWDA
4 Payment, and the Service Payments shall occur no later than the Settlement Proceeds Distribution
5 Deadline. Under no circumstances shall the foregoing payments be made prior to the distribution
6 of payments to Settlement Class Members and PAGA Members.

7 61. Individual Settlement Payment and Individual PAGA Payment checks will
8 be valid for one hundred eighty (180) days after mailing by the Settlement Administrator.

9 62. After the one hundred eighty (180) day check validity period, settlement
10 checks will become cancelled and funds associated with the cancelled checks will be transmitted
11 to Katherine and George Alexander Community Law Center, a jointly-selected non-profit
12 organization in compliance with California Code of Civil Procedure section 384. Settlement Class
13 Members and PAGA Members who fail to deposit or negotiate their check(s) in a timely fashion
14 shall, nevertheless, remain subject to the terms of the Agreement and the Final Approval Order and
15 Judgment.

16 63. Upon completion of administration of the Settlement, the Settlement
17 Administrator shall provide written certification of such completion to the Court, Class Counsel,
18 and Defendants' Counsel.

19 64. Binding Effect of Agreement on Settlement Class Members and PAGA
20 Members. Subject to final Court approval, all Settlement Class Members, the State of California,
21 and PAGA Members shall be bound by this Agreement and Final Approval Order and Judgment
22 shall be entered in the Action.

23 65. Automatic Voiding of Agreement if Settlement Not Finalized. If for any
24 reason the Effective Date does not occur, the Settlement shall be null and void and the orders and
25 judgment to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned
26 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had
27 never entered into this Agreement. In addition, in such event, the Agreement and all negotiations,
28 court orders and proceedings relating thereto shall be without prejudice to the rights of any and all

1 Parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible
2 or discoverable in the Action or otherwise in any other proceeding.

3 66. Publicity, Confidentiality and Non-Disparagement.

4 a. No public comment, communications to media, or any form of
5 advertising or public announcement (including social media) regarding the Action shall be made
6 by Plaintiff or Class Counsel at any time.

7 b. Class Counsel agrees not to solicit any Class Members to exclude
8 themselves from the terms of this Agreement, and further agrees not to initiate, contact, or have
9 any communications with Class Members during the settlement approval process. Nothing will
10 prevent Class Counsel from responding to inquiries from Class Members. Defendants agree that
11 they shall not discourage any Class Members from participating in the settlement and shall refer
12 any questions to the Settlement Administrator.

13 c. Prior to the motion for preliminary approval and submission of this
14 Agreement to the Court, Class Counsel shall not discuss the terms of the Agreement with any person
15 other than Plaintiff, Defendants' Counsel, and the Settlement Administrator, and that they will not
16 discuss the negotiations leading to Agreement with any person other than Plaintiff and Defendants'
17 Counsel. Class Counsel will, however, undertake any and all submissions of information and/or
18 materials relating to the Action and this Settlement to the LWDA to the extent required under the
19 PAGA statute (e.g., submitting this Agreement to the LWDA at the same time as submitting it to
20 the Court for preliminary approval).

21 d. Plaintiff acknowledges that he has not, and will not, discuss the terms
22 of the Settlement with any persons other than Class Counsel, his spouse, his tax
23 preparer/accountant, and any other legal representative of Plaintiff, prior to filing the motion for
24 preliminary approval and submission of this Agreement to the Court. Plaintiff further
25 acknowledges that at no time will they disclose details of the negotiations leading to this Settlement,
26 including information learned during or after mediation.

27 e. To the extent permitted by applicable law and in order to implement
28 the Settlement, Plaintiff agrees that he will not make any defamatory or disparaging statements

1 about Defendants or any Released Party. However, Plaintiff is not precluded from submitting, and
2 are contemplated to submit, declarations in support of certification of the Class for purposes of this
3 Settlement and to support his receipt of a Service Payment.

4 f. To the extent documents produced, formally or informally, by
5 Defendants during the course of the Action are confidential or otherwise subject to confidentiality,
6 Plaintiff and Class Counsel agree to maintain the confidentiality of such materials.

7 g. Nothing in this provision will prohibit Class Counsel or Plaintiff
8 from seeking preliminary approval or final approval of the Settlement, or from making any
9 disclosures as required by law.

10 67. Modification in Writing. Prior to the Court granting preliminary approval
11 this Agreement, this Agreement may be altered, amended, modified or waived, in whole or in part,
12 only in a writing signed by counsel for the Parties; after the Court has granted preliminary approval
13 of this Agreement, it may be altered, amended, modified or waived, in whole or in part, only in a
14 writing signed by counsel for the Parties, subject to approval by the Court. Any waiver of any
15 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement
16 unless expressly so indicated.

17 68. Ongoing Cooperation. Plaintiff and Defendants, and each of their respective
18 counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and
19 proper to effectuate and implement the terms of this Agreement, including but not limited to
20 drafting and submitting the Motions for Preliminary and Final Approval, and defending the
21 Agreement and Final Judgment against objections and appeals. The Parties to this Agreement shall
22 use their best efforts, including all efforts contemplated by this Agreement and any other efforts
23 that may become necessary by order of the Court or otherwise, to effectuate this Agreement and
24 the terms set forth herein.

25 69. Parties' Authority. The signatories hereby represent that they are fully
26 authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions
27 hereof.

1 70. No Prior Assignments. The Parties and their counsel represent, covenant,
2 and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or
3 purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
4 demand, action, cause of action, or rights herein released and discharged or herein establish and/or
5 created, except as set forth herein.

6 71. Binding on Successors. This Agreement shall be binding and shall inure to
7 the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs
8 and legal representatives, including the Released Parties.

9 72. Integration/Entire Agreement. The Parties warrant that no promise or
10 inducement has been offered or made to any of the Parties except as set forth herein. This
11 Agreement constitutes the full, complete and entire understanding, agreement and arrangement
12 between Plaintiff on behalf of themselves, Class Members, PAGA Members, and the State of
13 California pursuant to the Private Attorneys General Act, on the one hand, and Defendants and
14 Released Parties on the other hand, with respect to the Settlement of the Action and the Settled
15 Claims and Settled PAGA Claims against the Released Parties. This Agreement supersedes any
16 and all prior oral or written understandings, agreements and arrangements, express or implied,
17 between the Parties with respect to the Settlement of the Action and the Settled Claims and Settled
18 PAGA Claims against the Released Parties. The Parties explicitly recognize California Civil Code
19 Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written
20 agreement is to be construed according to its terms, and may not be varied or contradicted by
21 extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall
22 modify, vary, or contradict the terms of this Agreement.

23 73. Execution in Counterparts. This Agreement may be signed in one or more
24 counterparts. A photographic, scanned, electronic, or facsimile copy of signatures shall be treated
25 as an original signature for all purposes. All executed copies of this Agreement, and photocopies
26 thereof (including facsimile or email copies of the signature pages), shall have the same force and
27 effect and shall be as legally binding and enforceable as the original.

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

75. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to otherwise applicable principles of conflicts of laws.

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

77. Resolution of Disputes. The Parties agree to refer any disputes related to the drafting of the Agreement and attached documents to mediator, Hon. Ronald M. Sabraw (Ret.).

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

IT IS SO AGREED:

Dated: 11/29/2022, 2022



HECTOR JIMENEZ

Dated: 12/12/2022, 2022



OLDCASTLE BUILDINGENVELOPE, INC.

Dated: 12/12, 2022



CRH AMERICAS, INC.

Exhibit “A”

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.

Superior Court of California for the County of Los Angeles, Case No. 21STCV33810.

PLEASE READ THIS NOTICE

A class and representative action under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* (“PAGA”) against Defendants Oldcastle BuildingEnvelope, Inc. (“OBE”) and CRH Americas, Inc. (“CRH”) has been preliminarily approved for settlement. In the lawsuit, plaintiff Hector Jimenez (“Plaintiff”) alleged that OBE and CRH failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to provide accurate wage statements, failed to timely pay all wages owed during employment and upon termination, and violated section 17200, *et seq.* of California’s Business and Professions Code. OBE and CRH deny Plaintiff’s allegations and contend that they complied with applicable law. CRH further denies that it employed Plaintiff or any Class or PAGA Members.

You have been identified by OBE’s records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement and Stipulation (“Settlement,” “Agreement,” or “Settlement Agreement”) preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Class Settlement	If you want to be bound by the Class Settlement and be issued an Individual Settlement Payment, then you do not need to do anything.
Participate in the PAGA Settlement	If you are a PAGA Member (defined below), you will automatically be bound to the PAGA Settlement and be issued an Individual PAGA Payment.
Exclude Yourself from the Class Settlement	If you do not want to be bound by the Class Settlement, you must follow the instructions in Section 6. WHAT IF I DON’T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT? to exclude yourself from the Class Settlement. If you exclude yourself from the Class Settlement, you will not be issued an Individual Settlement Payment, and you will not release the Settled Class Claims against Released Parties defined in Section 4. WHAT AM I RELEASING UNDER THE CLASS SETTLEMENT? below. If the Settlement is approved by the Court, and you are a PAGA Member, you will release the Settled PAGA Claims and be issued an Individual PAGA Payment even if you exclude yourself from the Class Settlement.
Object to the Class Settlement	If you want to object to the Class Settlement, you must follow the instructions in Section 7. WHAT IF I WANT TO OBJECT TO THE CLASS SETTLEMENT?. If you object, you will still be bound by the terms of the Class Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because OBE's records reflect that you are a Class Member. This Notice provides you with information about: (1) the terms of the Settlement, including the claims that are being released; (2) the total monetary amount of the Settlement; (3) your estimated Individual Settlement Payment, provided you remain a Settlement Class Member; (3) your estimated Individual PAGA Payment if you are eligible to receive one; and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT.

2. WHAT IS THIS CASE ABOUT?

The Class Action Complaint for Damages was filed on September 14, 2021 in the Superior Court of California, County of Los Angeles, commencing the lawsuit entitled *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Case number 21STCV33810 (the "Action").

On February 1, 2022, the First Amended Class Action Complaint ("Complaint") was filed in the Action.

On September 28, 2021, Plaintiff provided the Labor and Workforce Development Agency of his intent to pursue civil penalties against Defendants under the Private Attorneys General Act for alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders. (the "PAGA Notice").

The operative Complaint in the Action alleges OBE and CRH: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods; (5) failed to timely furnish accurate itemized wage statements; (6) failed to timely pay all wages due upon termination; (7) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and (8) owes civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA").

All current and former non-exempt employees of Oldcastle BuildingEnvelope, Inc. employed in California during the period from September 14, 2017 through [insert preliminary approval date] ("Class Period") are referred to as "**Class Members**" or the "**Class**."

Class Members who are or have been employed during period from September 28, 2020 through [insert preliminary approval date] ("PAGA Period") are referred to as "**PAGA Members**."

OBE and CRH deny any liability or wrongdoing of any kind. OBE and CRH contend, among other things, that they complied at all times with the California Labor Code, Industrial Welfare Commission Wage Orders, and the Business and Professions Code, and that their employees were correctly and timely paid all wages, and that meal periods and rest breaks are provided as required by applicable law. CRH further denies that it employed Plaintiff or any Class or PAGA Members.

The Court has not ruled on the merits of Plaintiff's claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the Final Approval Hearing that is scheduled to take place on [date] at [time] (see Section 8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? below for more information). OBE and CRH reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

3. THE SETTLEMENT TERMS AND CALCULATION OF PAYMENTS

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating the Action, OBE has agreed to pay a Maximum Settlement Amount of Nine Hundred Sixty Thousand Dollars and Zero Cents (\$960,000.00) to settle the Action.

The following amounts will be paid from the Maximum Settlement Amount, subject to Court approval:

- Service Payment to Plaintiff Hector Jimenez for his service as Class Representative in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00);
- Attorneys' fees not to exceed Three Hundred Twenty Thousand Dollars (\$320,000) to Class Counsel ("Attorneys' Fees");
- Reimbursement of litigation costs and expenses in an amount up to Twenty Thousand Dollars and Zero Cents (\$20,000) to Class Counsel ("Attorneys' Costs");
- The amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation"), of which seventy-five percent (75%) (i.e., \$22,500.00) will be paid to the Labor and Workforce Development Agency ("LWDA Payment") and the remaining twenty-five percent (25%) (i.e., \$7,500.00) shall be paid to PAGA Members ("Net PAGA Distribution Amount");
- The costs associated with administration of the Settlement, estimated to be Twenty Thousand Dollars and Zero Cents (\$20,000) ("Settlement Administration Costs").
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In addition, Defendants must also deposit the employer side share of payroll taxes.

The amount remaining from the Maximum Settlement Amount after deducting the PAGA Allocation; Attorneys' Fees; Attorneys' Costs; Settlement Administration Costs; and Service Payment is called the "Net Distribution Fund."

The Net Distribution Fund will be allocated to all Class Members who do not submit a timely and valid Opt Out Request ("Settlement Class Members") on a *pro rata* basis, based on their number of Workweeks worked during the Class Period. The Settlement Administrator will determine the value of a single Workweek by dividing the Net Distribution Fund by the total number Workweeks worked by all Settlement Class Members. Each Settlement Class Member is eligible to receive a *pro rata* share of the Net Distribution Fund ("Individual Settlement Payment") equal to his or her Workweeks multiplied by the value of a single Workweek.

The Net PAGA Distribution Amount will be allocated to PAGA Members on a *pro rata* basis, based on their number of Workweeks worked by PAGA Members during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator will determine the value of a single PAGA Workweek by dividing the Net PAGA Distribution Amount by the total number PAGA Workweeks worked by all PAGA Members. Each PAGA Member shall receive a PAGA Payment equal to his or her PAGA Workweeks multiplied by the value of a single PAGA Workweek.

You have been credited with [redacted] Workweeks. Based on these Workweeks, your gross Individual Settlement Payment, prior to any applicable withholdings, is estimated to be \$ [redacted].

You [are / are not] considered to be a PAGA Member, and have been credited with [redacted] PAGA Workweeks. Based on these PAGA Workweeks, the PAGA Payment you will receive under the Settlement is estimated to be \$ [redacted].

You may submit a written dispute to the number of Workweeks and/or PAGA Workweeks allocated to you ("Workweeks Dispute") to the Settlement Administrator. Your Workweeks Dispute must: (1) contain your full name, address, and telephone number and the case name and number of the Action (i.e., *Hector Jimenez, et al. v.*

Oldcastle BuildingEnvelope, Inc., et al., Los Angeles County Superior Court, Case No. 21STCV33810); (2) be signed by you; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the address or fax number listed below; (4) clearly state the number of Workweeks and/or PAGA Workweeks you believe is correct; and (5) attach any documents you have to support your dispute.

CPT Group, Inc.
[mailing address]
[fax number]

One third (1/3) of each Individual Settlement Payment will be allocated to wages (“wage portions”) and subject to all applicable employee state and federal tax withholdings, and the remaining two thirds (2/3) will be allocated as non-wages (e.g. penalties, restitution and interest) (“non-wage portions”). The wage portions will be reported on an IRS form W-2, and the non-wage portions will be reported on an IRS form 1099 (if required).

One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and be reported on an IRS form 1099 (if required).

Class Members are responsible for accurate payment of taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one hundred eighty (180) days; after that, checks will be cancelled and the funds associated with cancelled checks will be transmitted to the Katherine and George Alexander Community Law Center.

Settlement Class Members and PAGA Members who fail to deposit or negotiate their check(s) in a timely fashion shall, nevertheless, remain subject to the terms of the Agreement and the Final Approval Order and Judgment

4. WHAT AM I RELEASING UNDER THE CLASS SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date and full funding of the Maximum Settlement Amount, all Class Members who do not submit a timely and valid Opt Out Request (i.e., Settlement Class Members) shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled Class Claims against any and all Released Parties.

“Released Parties” means Defendants CRH Americas, Inc. and Oldcastle BuildingEnvelope, Inc. and each of its officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms and corporations in which Defendants may have an interest.

“Settled Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, whether known or unknown, that arise during the Class Period that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Complaint, or that could have been asserted in the Complaint based on any of the facts or allegations in the Complaint or PAGA Notice, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Settled Class Claims specifically include, but are not limited to claims for unpaid wages, the alleged failure to provide meal periods or compensation in lieu thereof, failure to provide paid rest periods, failure to timely furnish accurate itemized wage statements, record keeping violations, failure to timely pay wages, unfair business practices, and violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including and not limited to, for violations of California Labor

Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders,

5. WHAT AM I RELEASING UNDER THE PAGA SETTLEMENT?

As of the Effective Date and full funding of the Maximum Settlement Amount, the State of California, with respect to employment of Plaintiff and all PAGA Members, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims. The Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and every PAGA Member to obtain any recovery based on the Settled PAGA Claims.

“Settled PAGA Claims” means all claims for civil penalties that were asserted, or could have been asserted, or that arise, whether known or unknown, during the PAGA Period, based for any of the alleged violations of the California Labor Code and/or Industrial Welfare Commission Wage Orders that were asserted, or could have been asserted, within the Complaint and PAGA Notice based on any facts or allegations therein, including, but not limited to, violations of California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders.

Released Parties is defined in Section 4 of this Notice, above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR THE RELEASE OF SETTLED PAGA CLAIMS, AND WILL BE ISSUED AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

As a Class Member, you have the right to request exclusion from the settlement and resolution of the Settled Class Claims (the “Class Settlement”), but, if you are a PAGA Member, you are not able to exclude yourself from the settlement and resolution of the Settled PAGA Claims (the “PAGA Settlement”).

To exclude yourself from the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must: (1) contain the full name, address, and telephone number of the Class Member requesting exclusion from the Class Settlement and the case name and number of the Action (i.e., *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Los Angeles County Superior Court, Case No.: 21STCV33810); (2) be signed by the Class Member; (3) be postmarked or fax stamped on or before **[Response Deadline]** and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE JIMENEZ V. OLDCASTLE BUILDINGENVELOPE, INC. LAWSUIT AND UNDERSTAND THAT IF I ASK TO BE EXCLUDED, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT. I UNDERSTAND THAT, NEVERTHELESS, THE SETTLED PAGA CLAIMS WILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your Opt Out Request. Unless you timely request to be excluded from the Class Settlement, you will be bound by the judgment and Class Settlement upon final approval of the Settlement.

Class Members who request to be excluded from the Class Settlement will NOT be issued an Individual Settlement Payment, and will not release any of the Settled Class Claims. However, Class Members who are also PAGA Members will be issued their Individual PAGA Payment and bound to the PAGA Settlement regardless of whether they submit an Opt Out Request.

7. WHAT IF I WANT TO OBJECT TO THE CLASS SETTLEMENT?

Any Class Member who does not opt out of the Class Settlement may object to the Class Settlement. If the Court denies approval of the Settlement, no payments will be sent out and the Action will continue to be litigated in Court.

If you wish to object, you must submit your objection in writing to the Settlement Administrator (“Objection”). A valid and complete Objection must: (1) contain the full name, address, and telephone number of the objecting Settlement Class Member and the case name and number of the Action (i.e., *Hector Jimenez, et al. v. Oldcastle BuildingEnvelope, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV33810); (2) be signed by the Settlement Class Member; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for objection to the Class Settlement.

Submitting an objection will **not** exclude you from the Class Settlement. If the Court grants final approval of the Settlement, you will still be issued an Individual Settlement Payment and will be barred from pursuing the Settled Class Claims. **Do not submit both an Objection and Opt Out Request.** If you submit both an Objection and an Opt Out Request, you will be excluded from the Class Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in Department _____ of the Superior Court of the State of California, County of Los Angeles, located at _____. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to (please visit the Court’s website for more information regarding how you can appear).

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class are:

Bruce Kokozyan, Esq.
Alex DiBona, Esq.
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Attorneys for Defendants are:

Karin Cogbill, Esq.
Sean Bothamley, Esq.
HOPKINS & CARLEY, ALC
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Fax: (408) 998-4790

The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Class (“Class Counsel”). Other than the Attorneys’ Fees and Attorneys’ Costs approved by the Court, which will be paid out of the Maximum Settlement Amount, you will not be charged for the services of Class Counsel. If you retain

the services of your own attorney in connection with the Action, you will be responsible for paying for those services and related expenses.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement, please see the settlement agreement available at www._____.com, by contacting Class Counsel at the address or telephone number provided in Section 9. WHO ARE THE ATTORNEYS?, or by visiting the office of the Clerk of the Superior Court for the State of California County of Los Angeles, located at

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:
<https://www.lacourt.org/>

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.