

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

*Ruben Herrera v. Aqua-Flo Supply, et al.,  
Case No. BC700102*

**NOTICE OF CLASS ACTION SETTLEMENT**

A Court approved this Notice. This is not a solicitation from an attorney.

**To: ALL CURRENT AND FORMER HOURLY NON-EXEMPT EMPLOYEES WHO WORKED FOR AQUA-FLO SUPPLY WITHIN CALIFORNIA AT ANY TIME DURING THE PERIOD OF MARCH 29, 2014 THROUGH APRIL 8, 2018.**

PLEASE READ THIS NOTICE CAREFULLY  
AS YOUR LEGAL RIGHTS MAY BE AFFECTED.

YOU MAY BE ENTITLED TO RECEIVE MONEY  
FROM THIS SETTLEMENT.

***PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS***

**WHY DID I GET THIS NOTICE?**

You are receiving this Notice because you were employed by Aqua-Flo Supply (“Defendant”) as an hourly-paid, non-exempt employee in California between March 29, 2014 through April 8, 2018 (“Settlement Class Member”), and may be entitled to recover money from a class action settlement.

This Notice informs you of your rights to share in the settlement of the class action lawsuit *Ruben Herrera v. Aqua-Flo Supply, et al., Case No. BC700102* (the “Lawsuit”). This Notice is being sent to you by the order of the Superior Court of California, County of Los Angeles, which preliminarily approved this class action settlement on October 5, 2020. This Notice informs you of your rights to share in the settlement or if you so choose, to exclude yourself from the settlement or to object to the settlement terms.

***If you wish to participate in the settlement and receive a settlement payment, you need not take any action at this time. If the Court approves the settlement, you will be mailed a settlement check at the address on file with the Settlement Administrator.***

**WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?**

The Lawsuit was filed by plaintiff Ruben Herrera (“Plaintiff”) on behalf of hourly non-exempt employees who worked for Defendant in California during the period of March 29, 2014 through April 8, 2018 seeking money damages, attorneys’ fees and penalties for the following alleged claims: (a) failure to pay minimum and overtime wages; (b) failure to provide compliant meal breaks; (c) failure to provide compliant rest breaks; (d) failure to provide accurate wage statements; (e) failure to pay all wages upon termination; and (f) unfair business practices premised on the above claims. Plaintiff sought all damages, penalties, interest and other amounts recoverable under the above causes of action under California law, including but not limited to under the California Labor Code. Defendant denies Plaintiff’s allegations and asserts that it has no liability for any of Plaintiff or the Settlement Class Members’ claims under any

statute, wage order, common law, or equitable theory. The Court did not decide in favor of Plaintiff or Defendant and there was no trial. Defendant does not admit to any of the claims alleged in the lawsuit and denies that it owes money to the Plaintiff or to the Settlement Class Members for any of the alleged claims. Defendant chose to settle this lawsuit as a compromise to avoid the cost of litigation. Plaintiff and his attorneys think the settlement is best for the Settlement Class Members.

#### **WHAT IS A CLASS ACTION?**

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. Ruben Herrera is the Class Representative or Named Plaintiff in the Lawsuit, and he asserts claims on behalf of himself and on behalf of people who may have similar claims and who are referred to as “Class Members.” A class action allows the Court to resolve the claims of all the class members at the same time, rather than litigating or settling multiple individual lawsuits. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action, unless he/she excludes him/herself from the Class.

#### **WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

All current and former hourly non-exempt employees who worked for Defendant within California at any time during March 29, 2014 through April 8, 2018.

#### **WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?**

Defendant has agreed to pay \$511,701.00 (“Gross Settlement Fund”), part of which has already been paid as noted in subparagraph (e) below, to cover (a) Individual Settlement Payments to Settlement Class Members; (b) the cost of administering the settlement (not to exceed \$5,000); (c) the Class Representative Service Award to the named Plaintiff (not to exceed \$7,500); (d) attorney’s fees and costs awarded by the Court to Class Counsel (the “Class Counsel Award”) (not to exceed \$110,000 in fees and up to \$20,000 in costs); and (e) \$314,089.00 previously paid by Defendant to Class Members. After deducting items b, c, d, and e from the Gross Settlement Fund, the balance, called the “Net Settlement Amount,” will be available to pay all Settlement Class Members who do not exclude themselves from the Settlement.

Upon the date the Court enters an order granting final approval of the Settlement, all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged Defendant and Defendant’s former and present parents, subsidiaries and affiliated companies and entities and its current, former and future owners, officers, directors, members, managers, employees, consultants, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint ventures and agents, any successors, assigns, or legal representatives and any individual or entity who or which could be jointly liable with Defendant and all personal or entities acting by, through under or in concert with any of them (“Released Parties”) from *California* wage and hour claims, rights, demands, liabilities, penalties, interest, fines, debts and causes of action, arising from or related to the claims pled in Plaintiff’s operative complaint (“Complaint”) or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including claims for allegedly unpaid minimum and overtime wages as a result of rounding practices, failure to provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage statements, and failure to pay all wages owed upon termination, unfair competition claims under California Business & Professions Code §17200, et seq. based on the labor code violations alleged in the Complaint, and any

damages, penalties, restitution, disgorgement, interest or attorneys' fees ("Released Claims") during the Class Period.

**HOW MUCH WILL MY PAYMENT BE?**

The Individual Settlement Payment for Class members will be calculated based on the number of workweeks each Class Member worked for Defendant in California during the Class period. The Net Settlement Amount by the total number of workweeks ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of workweeks to yield that employee's Net Settlement Payment. If the Class Member, who signed a general release received a sum less than the amount calculated based on the formula provided herein, the Class Member will receive the difference as part of his/her individual settlement payment under the terms of this agreement. If the Class Member, who signed a general release received a sum more than the amount calculated based on the formula provided herein, the Class Member will receive one dollar (\$1.00) under the terms of the Settlement.

**Defendant's records show that you were employed from <<qHDate>> to <<qTDate>> between March 29, 2014 to April 8, 2018 and worked <<workweeks>> workweeks in an hourly-paid, non-exempt position in California during that period. (You may have worked for Defendant prior to March 29, 2014, but that time is not included for purposes of this settlement.) If the settlement is approved, based on those records, your estimated payment is \$<<AdjustedAmount>>, less applicable taxes and payroll deductions. This amount is only an estimate. The actual amount of the Individual Settlement Payment may increase or decrease based on several factors, including the number of employees who exclude themselves from the settlement.**

*If you disagree with the employment dates listed above for employment during the period between March 29, 2014 and April 8, 2018 in California, please contact the Settlement Administrator immediately.*

*You will be asked to provide documents to support your dispute. **If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.***

*Contact information for the Settlement Administrator is provided below.*

*Herrera v. Aqua-Flo Supply, et al. Settlement Administrator*

*c/o CPT Group, Inc.*

*50 Corporate Park*

*Irvine, CA 92606*

*Toll Free Number: 1-888-992-2565*

*Fax number: 1-949-419-3446*

*www.cptgroup.com/AquaFloSettlement*

A portion, or thirty-three percent (33%), of each Individual Settlement Payment shall be considered settlement of alleged unpaid wages and subject to the payroll withholdings and deductions. The remaining portions, or sixty-seven percent (67%) of each Individual Settlement Payment shall not be subject to payroll withholding. The Settlement Administrator shall issue to each Settlement Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The Settlement Administrator may issue an IRS Form 1099 to each Settlement Class Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages and other amounts paid pursuant to this settlement. All Settlement Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received.

**WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?**

*To receive a settlement payment, you do not need to do anything. The Settlement Administrator will mail you a check within approximately 30-60 days after the court enters a judgment based on this Settlement, but possibly later depending on whether there is any appeal of the judgment entered by the court, so be patient. If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment and you will be bound by the terms of the Settlement Agreement.*

**HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

To exclude yourself from the settlement, you must submit a written request for exclusion to the Settlement Administrator at the following address or fax number:

*Herrera v. Aqua-Flo Supply, et al. Settlement Administrator*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Toll Free Number: 1-888-992-2565  
Fax number: 1-949-419-3446  
[www.cptgroup.com/AquaFloSettlement](http://www.cptgroup.com/AquaFloSettlement)

To be valid, a written request for exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail to the Claims Administrator at the specified address indicated in the Notice Packet; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before December 5, 2020 and returned to the Settlement Administrator at the specified address or fax telephone number above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement and you cannot object to the settlement. Class Counsel will not represent your interests in this Lawsuit if you request to be excluded.

**WHAT IF I DO NOTHING?**

If you do nothing, you will receive a settlement payment and you will be bound by the terms of the Settlement Agreement.

**WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

If you are a Settlement Class Member who has not asked to be excluded from the settlement, you may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on January 19, 2021, at 11:00 a.m. in Department 10 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012.

A Settlement Class Member who wishes to object must mail or fax to the Settlement Administrator (at the address above) a valid Notice of Objection to the Claims Administrator before December 5, 2020. For the objection to be valid, it must include: (i) the objector's full name, signature, address, and

telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all persons who will be called to testify in support of the objection. If you fail to submit a timely written objection to the Settlement you will be deemed to have waived any objections and will be foreclosed from making any objection to the Settlement, including by appealing the order granting Final Approval.

Submitting an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you request to be excluded.

**WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the Settlement Class. If you submit an objection, you will still receive an Individual Settlement Payment and be bound by the Settlement, if it is approved by the Court.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any Settlement Payment.

**WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?**

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they timely cash their Individual Settlement Payments.

Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding a claim originating between March 29, 2014 through April 8, 2018, which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the operative complaint.

The Settlement Agreement contains additional details about the scope of the release.

**DO I HAVE A LAWYER IN THIS CASE?**

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Settlement Class Members are represented by:

Michael Nourmand, Esq.  
James A. De Sario, Esq.  
THE NOURMAND LAW FIRM, APC  
8822 West Olympic Boulevard  
Beverly Hills, California 90211  
Telephone (310) 553-3600

Settlement Class Members will not be charged for these lawyers. Instead, they will be paid from the settlement fund.

**WHAT IF MY INFORMATION CHANGES?**

If your address has changed or you plan to change your address in the next six months, please contact the Settlement Administrator:

*Herrera v. Aqua-Flo Supply, et al. Settlement Administrator*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Toll Free Number: 1-888-992-2565  
Fax number: 1-949-419-3446  
[www.cptgroup.com/AquaFloSettlement](http://www.cptgroup.com/AquaFloSettlement)

IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR. YOUR FAILURE TO UPDATE YOUR ADDRESS COULD RESULT IN YOUR SETTLEMENT PAYMENT BEING TRANSMITTED TO CALIFORNIA STATE CONTROLLER UNCLAIMED PROPERTY.

**FURTHER INFORMATION**

The foregoing is only a summary of the settlement. To see a copy of the Joint Stipulation for Class Action Settlement, the Court's Preliminary Approval Order, Motion for Final Approval, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Civil Clerk's Office at Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at 1-888-992-2565. Please refer to the *Herrera v. Aqua-Flo Supply, et al.* Class Action Settlement.

If you have any questions about the settlement, you can contact Class counsel:

Michael Nourmand, Esq.  
James A. De Sario, Esq.  
THE NOURMAND LAW FIRM, APC  
8822 West Olympic Boulevard  
Beverly Hills, California 90211  
Telephone (310) 553-3600

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.***

***PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGER, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.***