

**NOTICE OF SETTLEMENT OF CLASS ACTION**

***Anicia Cisneros v. Therma, LLC, et al.***  
**Superior Court of the State of California, County of Santa Clara**  
**Case No. 22CV399660**

**To: All current and former non-exempt employees employed by Therma LLC and Legence Payroll Solutions LLC (dba Therma Solutions LLC) (formerly known as Therma Services, LLC) (the “Company”) in California at any time between June 28, 2018, through May 1, 2023 (the “Class”):**

This Notice is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on February 14, 2024, to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement.

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately <<estAmount>> as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at the Company in California between **June 28, 2018, through May 1, 2023** (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)</b>	
<b>DO NOTHING</b>	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
<b>EXCLUDE YOURSELF</b>	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by November 09, 2023 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.
<b>OBJECT</b>	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by November 09, 2023 (see Section VI) or make an objection at the final fairness hearing.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

**I. Why should I read this Notice?**

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Cisneros v. Therma LLC, et al.*, Santa Clara County Superior Court Case No. 22CV399660 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between June 28, 2018, through May 1, 2023 (“Class Period”).

The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

**NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:** If you were employed by Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

**II. What is this lawsuit about?**

On or about June 28, 2022, Plaintiff Anicia Cisneros (“Plaintiff”) filed a putative wage and hour class action complaint in Santa Clara Superior Court against Defendant Therma LLC. On or about May 4, 2023, Plaintiff filed a First Amended Class and PAGA Representative Action Complaint to add Legence Payroll Solutions, LLC (dba Therma Solutions LLC) (formerly known as Therma Services, LLC) as a named defendant and a representative cause of action under the California Private Attorneys General Act (“PAGA”) against Defendants.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by the Company, this Settlement will not affect your employment.** California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her/their share will be paid to those who do participate.

**III. Who are the attorneys?**

<u>Attorneys for the Class Members:</u>	<u>Attorneys for the Class Members:</u>
<p>Mehrdad Bokhour  <b>Bokhour Law Group, P.C.</b>  <i>mehrdad@bokhourlaw.com</i>            1901 Avenue of the Stars, Suite 450            Los Angeles, California 90067            Tel: (310) 975-1493; Fax: (310) 675-0861</p>	<p>Joshua Falakassa  <b>Falakassa Law, PC</b>  <i>jm@melmedlaw.com</i>            1901 Avenue of the Stars, Suite 450            Los Angeles, California 90067            Tel: (818) 456-6168; Fax: (818) 505-0868</p>

**IV. What are the terms of the Settlement?**

On August 28, 2023, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between June 28, 2018, through May 1, 2023 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice (“Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against the Company.

Without admitting any wrongdoing, the Company has agreed to pay \$2,980,000 (the “Settlement Amount”) in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys’ fees and costs, payments to the California Labor Workforce and Development Agency (“LWDA”) and PAGA aggrieved employees, Settlement Administration Costs, and Class Representative Service Payment.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$25,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the LWDA. \$50,000 of the Settlement Amount will be allocated to Plaintiffs’ claims under the PAGA. Of this amount, \$37,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$12,500 will be distributed to all PAGA aggrieved employees.

The PAGA Period means June 2, 2021, through May 1, 2023.

PAGA aggrieved employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Workweeks each PAGA Group Member worked during the PAGA Period relative to the total number of Workweeks Worked by all PAGA Members during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$10,000 to compensate her for service and extra work provided on behalf of the Class Members. The Class Representative also will receive a share of the Settlement as a Class Member.

Attorneys’ Fees and Expenses. Class Counsel, which includes two law firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) for years and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third (\$993,333.33) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$1,886,666.67. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Company in California. The dollars per compensable Workweek will be calculated by dividing the total Workweeks Worked (excluding any excluded workweeks) by all Settlement Class Members into the Net Settlement Amount to determine a per workweek value (“Workweek Value”). The Workweek Value will be multiplied by the number of Workweeks Worked by each Settlement Class Member during the Class Period to determine the class payment distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Settlement

<<EmployeeName>>

CPT ID: <<ID>>

Amount will be distributed to all Participating Class Members (i.e., those who do not opt-out). Similarly, the PAGA payment will be determined by dividing the \$12,500 PAGA payment by the total Workweeks Worked of all PAGA aggrieved employees to determine a PAGA Workweek Value. This PAGA Workweek Value will be multiplied by the number of Workweeks Worked by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. At this time, your projected class payment is <<SettAmount>> and your projected PAGA payment is <<PAGAAmount>>

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company's records. Company's records indicate that you worked for <<workweeks>> **Workweeks** in California during the Class Period of June 28, 2018, through May 1, 2023. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before November 09, 2023, with documentation to establish the number of weeks you claim to have actually worked for Company in California between June 28, 2018, through May 1, 2023 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to a cy pres recipient, Legal Aid At Work.

Allocation and Taxes. Twenty five percent (25%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). The remaining seventy five percent (75%) of the Settlement Amount will be distributed to each participating Class Member as "interest" and "civil penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. The Company will be responsible for paying its portion of the any state and federal taxes, in addition to the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge the Company and Defendants, together with their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants ("Released Parties"). This expressly includes Legence Payroll Solutions LLC (dba Therma Solutions LLC) and Therma Services, LLC. The release covers all claims, actions or causes of action alleged or that reasonably could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the operative Complaint and any amendments thereto during the Class Period, including all claims for: 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) wage statement violations; 6) failure to timely pay wages during employment and upon separation of employment; and 7) Unfair Competition Law violations. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Claims shall be any time from June 28, 2018, through May 1, 2023 ("Release Period"). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims. "Released PAGA Claims" will include any

and all claims, actions, and causes of action for PAGA Penalties that were alleged, or reasonably could have been alleged reasonably could have been alleged against Released Parties during the PAGA Period arising out of the facts, circumstances, and primary rights at issue in the operative Complaint and any amendments thereto, and the LWDA notices, including all claims for 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) wage statement violations; 6) failure to timely pay wages during employment and upon separation of employment; and 7) failure to maintain required records. The time period governing these Released PAGA Claims shall be any time from June 2, 2021 through May 1, 2023 (“PAGA Release Period”).

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

**“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”**

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

**V. How can I claim money from the settlement?**

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

**VI. What other options do I have?**

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than November 09, 2023, with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CISNEROS V. THERMA LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, *Ciseneros v. Therma LLC*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, **postmarked no later than November 09, 2023**. Any person who files

a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment at Company, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections can be in writing and must be mailed to the Settlement Administrator, *Ciseneros v. Therma LLC*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, **by no later than November 09, 2023**, for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

**Any class member may also appear at the final approval hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for February 14, 2024 at 1: 30 p.m., in Department 19 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, California 95113-1090. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **November 09, 2023**. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

**VII. What is the effect of the settlement?**

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. You will also be bound by the Released PAGA Claims, and there is no right to exclude yourself from the Released PAGA Claims under California law. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

**VIII. What is the next step?**

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on February 14, 2024 at 1: 30 p.m., in Department 19 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113. The date of the Final Approval hearing may be changed by the court without further notice. To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 22CV399660:

<https://portal.sccourt.org/search>

**You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at [https://www.sccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

**IX. How can I get additional information?**

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action and PAGA Settlement Agreement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95814 during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT  
FOR INFORMATION ABOUT THIS SETTLEMENT**