

LEGAL NOTICE:

If you worked for Alexander Andrew, Inc. in California as an hourly, non-exempt employee during the period from July 31, 2015 through June 26, 2020, a class and representative action settlement will affect your rights

A court authorized this Notice.

Lazaro Bor v. Alexander Andrew, Inc., Los Angeles County Superior Court Case No. 19STCV26589

- An employee, Lazaro Bor (“Plaintiff”), sued Alexander Andrew, Inc. d/b/a FallTech (“Defendant”) on behalf of himself and others similarly situated for the following claims: (1) failure to provide compliant meal periods; (2) failure to provide compliant rest breaks; (3) failure to pay all wages due at end of employment; (4) failure to provide compliant wage statements; (5) unfair business practices in violation of California Business and Professions Code section 17200; and (6) penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (the “Action”).
- The claims of Plaintiff and the Class have been settled. The Court has preliminarily approved the settlement.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made only if the Court grants final approval of the settlement after any appeals, if filed, are resolved.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Claim Amount and you will give up any rights to sue for the Released Claims (defined below).
SUBMIT A SHIFT DISPUTE	Dispute the number of shifts listed in your Notice. Receive a settlement share and give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all entitlements, including money, from the settlement but at the same time retain all rights you may have against Defendant, explained on page 6.
OBJECT	Write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection.
HOW MUCH CAN I GET?	Look on page 3 of this Notice.

1. Why Did I Get This Notice Package?

You are not being sued. Plaintiff sued Defendant in a class and representative action on behalf of similar employees like you.

Defendant’s records show that you were employed as an hourly, non-exempt employee in California during the Class Period.

You received this Notice because you have a right to know about a proposed settlement of a class and representative action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments to all Class Members that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What Is This Lawsuit About?

Plaintiff was employed in California by Defendant as an hourly paid employee for at least a portion of the period from July 31, 2015 through June 26, 2020. The Court has approved Plaintiff to represent the Class.

The lawsuit alleges that Defendant engaged in practices that violate California's labor and unfair competition laws by failing to provide compliant meal periods and/or rest breaks, by failing to pay all wages due at the end of employment, and by failing to provide compliant wage statements. Plaintiff seeks compensation for unpaid wages and meal/rest premium payments, waiting time penalties, and damages and penalties. Defendant denies any liability whatsoever and denies that wages, damages, or penalties are owed, or that it acted contrary to California law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is Defendant's Position?

Defendant denies and continues to deny each of the claims and contentions.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Defendant has already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Class. Defendant has also taken into account the risks of further litigation in reaching its decision. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement after mediating with a neutral third party mediator. The class claims were settled because Class Counsel and the Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were employed by Defendant as an hourly, non-exempt employee in California at any time during the period from July 31, 2015 through June 26, 2020.

7. What Does the Settlement Provide?

As part of the settlement, Defendant agrees to pay a maximum Class Settlement Amount of \$650,000.00

Class Members who do not timely submit a signed and valid request for exclusion will receive payments from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement Amount of \$650,000.00 available for distribution to Class Members who do not timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Enhancement Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the State of California's portion of the PAGA Payment.

Deductions for Class Representative Enhancement Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the PAGA Payment. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$216,666.67, which represents one-third (~33.33333333%) of the Class Settlement Amount, and litigation costs estimated at no more than \$25,000.00 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize Representative Enhancement Payment from the Class Settlement Amount in the amount of \$5,000.00 to Plaintiff to compensate him for the risks, time and expense of his involvement in this Action. These payments are in addition to whatever payments Plaintiff is otherwise entitled to as a Class Member. The Settlement Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members, and distributing Individual Settlement Payments. Settlement Administration Costs are estimated at \$15,000.00 or less. Finally, Class Counsel will ask the Court to approve a PAGA Payment in the amount of \$20,000.00 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$15,000.00 will be awarded to the State of California, and \$5,000.00 will be included in the Net Settlement Amount.

8. What Can I Get From the Settlement?

Each Class Member will receive approximately \$3.41 for each shift worked in the Class Period. Defendant's records indicate that you worked approximately <<shifts>> shifts between July 31, 2015 and June 26, 2020. Based on these records, YOUR ESTIMATED GROSS INDIVIDUAL SETTLEMENT PAYMENT as a Class Member would be \$<<estAmount>>.

This is only an estimate based on the number of shifts set forth above. The actual amount may vary.

Class Members who do not opt-out will be paid out of the Net Settlement Amount. One-third (1/3) of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued, and two-thirds (2/3) will be designated for alleged interest and penalties, for which an IRS Form 1099 shall be issued, as appropriate. The wage portion will be subject to deductions for employee portions of state and federal withholding taxes, including the

employee FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law.

If you do not timely submit a valid request for exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

To determine the amount of the Net Settlement Amount to which each Class Member is entitled, the Settlement Administrator used the shift information provided by Defendant to calculate the total number of shift worked by each Class Member (“Individual Shifts”) and the total number of shifts worked by all Class Members (“Class Shifts”) during the Class Period. To determine each Class Member’s Individual Settlement Payment, the Settlement Administrator used the following formula: Individual Settlement Payment = (Individual Shifts ÷ Class Shifts) × Net Settlement Amount.

When calculating a Class Member’s Individual Settlement Payment to ultimately be paid in accordance with this section, the Settlement Administrator will include the pro rata share of any unclaimed Individual Settlement Payment from those Class Member(s) who submit a timely and valid Request for Exclusion, pursuant to Section 13 below.

The shift calculation shall be based on Defendant’s records.

Individual Settlement Payments are net of employee and employer portions of state and federal withholding taxes.

10. How Can I Get Payment and What if I Dispute the Information Provided?

You do not need to take any action to qualify for payment. However, if you dispute the number of shifts to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Settlement Administrator to register your dispute. You must mail or fax the Settlement Administrator with the details of your dispute and documentary evidence (for example, W-2s or pay stubs). The deadline for this is September 25, 2020. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

The law protects Class Members from retaliation based on their decision to participate in a class action settlement. If you are still employed by Defendant, your decision about whether to participate in the settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s decision to either participate or not participate in the settlement.

11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about November 4, 2020 at 11:00 a.m. in Department 10 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, to decide whether to approve the settlement.

The Final Approval Hearing may be postponed without further notice to settlement Class Members. You are not required to attend the Final Approval Hearing, although any settlement Class Member is welcome to attend the hearing.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

If the Court approves the settlement, your settlement share will be mailed to you within approximately 90 days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

Upon the final approval by the Court of the settlement, unless you submit a valid and timely request for exclusion, you shall be deemed to fully and finally release Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns ("Released Parties") of the Released Claims. The Released Claims include all claims asserted in the Action, as amended, and all claims arising from or related to the facts and claims alleged in the Action, as amended. The Released Claims include all claims for meal period and/or rest period violations, including claims for meal period and/or rest period premiums; meal period waivers; wage statements; failure to keep accurate records; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, and waiting-time penalties; and attorneys' fees and costs; all derivative unpaid wage claims based upon the facts or claims alleged in the First Amended Complaint based on the facts and allegations contained therein (as amended); all claims related to and arising from the Released Claims arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 256, 512, 516, 558, 1174, 1174.5, 2698, and 2699 *et seq.*; the Wage Orders of the California Industrial Welfare Commission, including Wage Orders 1 and 4; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287; 8 CCR § 11040 and 8 CCR § 11010; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law.

Class Members who accept, are served, or receive, an Individual Settlement Payment in connection with this Settlement will be deemed to have waived all claims under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (generally called “opting out”) by submitting a written opt-out request to the Settlement Administrator.

In order to opt out, you must (1) fax or mail a written signed statement that “I wish to opt out from the Bor v. Alexander Andrew, Inc. settlement.”; (2) state your name (and former names, if any), current address, telephone number and the last four digits of your Social Security number; and (3) ensure that your signed statement is faxed or postmarked no later than September 25, 2020 (“Response Deadline”).

You must sign the request for exclusion personally and may not have someone sign for you, nor may you submit a request for exclusion on behalf of a group. Your request for exclusion must be signed and returned via fax or United States first class mail postmarked no later than September 25, 2020 to:

Bor v. Alexander Andrew, Inc. dba Falltech Settlement Administrator
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Phone: 1-888-506-0392
Facsimile: 1-949-419-3446

If you submit a timely and valid request for exclusion, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the settlement, you may not object and you shall receive no benefits from the settlement. If you wish, you may pursue, at your own expense, any claims you may have against Defendant. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both an objection and request for exclusion. If you submit both, the request for exclusion will be valid, and you will be excluded from the Class.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval Hearing in Department 10 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, on November 4, 2020 at 11:00 a.m. or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Plaintiff’s Class Representative Enhancement Payment, Class Counsel’s request for Attorneys’ Fees and Costs, the Settlement Administration Costs, and the PAGA Payment.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the final judgment will be posted on the Settlement Administrator's website at www.cptgroup.com/falltech.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must mail a written objection to the Settlement Administrator (at the address in Section 13 above). Any written objection must contain a statement of your objection to the settlement, accompanied by legal support, if any. Your objection must also contain your full name, address, telephone number, and signature. To be valid and effective, any objections to approval of the settlement must be faxed or postmarked no later than September 25, 2020. **DO NOT TELEPHONE THE COURT.**

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement unless the Court otherwise allows.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class And Representative Action ("Settlement Agreement") between Plaintiff and Defendant, which is on file with the Clerk of the Court, case number 19STCV26589. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of California, County of Los Angeles.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements,

as well and other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

If you have any questions, you can call the Settlement Administrator at 1-888-506-0392 or Class Counsel Scott M. Lidman, Lidman Law, APC, at (424) 322-4772.

CLASS COUNSEL	DEFENDANT'S ATTORNEYS
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PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES