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Attorneys for Plaintiff MANUEL VILLA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

MANUEL VILLA, an individual(s), on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

TRILLIUM PUMPS USA, INC., a Delaware
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 22CECG01104

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: October 17, 2023
Time: 3:27 p.m.

Judge: Hon. Jonathan Skiles
Dept.: 403

1 This matter having come before the Honorable Judge Jonathan Skiles of the Superior Court of
2 the State of California, in and for the County of Fresno, at 3:30 p.m. on October 17, 2023, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff MANUEL VILLA ("Plaintiff"), and Jason H. Borchers, Esq. and Julie
5 R. Campos, Esq. of Littler Mendelson, P.C., appearing for Defendant TRILLIUM PUMPS USA, INC.,
6 a Delaware corporation (hereinafter "Defendant"). The Court, having carefully considered the briefs,
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct
12 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). It appears
19 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

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1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
8 Settlement Amount, currently estimated at Two Hundred Sixteen Thousand Six Hundred Sixty Six
9 Dollars and Sixty Seven Cents (\$216,666.67), plus reimbursement of actually incurred litigation cost
10 in an amount of up to Twenty Five Thousand Dollars (\$25,000), and proposed Class Representative
11 Service Award to the Class Representative, Manuel Villa, in an amount of not more than Ten Thousand
12 Dollars (\$10,000). While these awards appear to be within the range of reasonableness, the Court will
13 not approve the Class Counsel Award or the Class Representative Service Award until the Final
14 Approval Hearing.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 All non-exempt employees who are or previously were employed by
20 Defendant and performed work in California during the period from April
21 11, 2018, through and including December 2, 2022.

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
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1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in his individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints plaintiff MANUEL VILLA as the representative of the
6 Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
8 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
10 Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully
11 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
12 proposed Settlement, including the right of any Class Member to be excluded from the Class by
13 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
14 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
15 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
16 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
17 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
18 set forth in the Agreement.

19 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten
20 (10) court days after the Preliminary Approval Date, Defendant shall provide the Settlement
21 Administrator with the Class Data regarding Class Members that Defendant will in good faith compile
22 from its records, including each Class Member’s full name; last known address; Social Security
23 Number; the total number of workweeks and pay periods that each Class Member performed work for
24 Defendant during the Class Period, and the total number of PAGA Pay Periods for each Class Member,
25 if applicable. No later than fourteen (14) calendar days after receiving the Class Data from Defendant,
26 the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular
27 First-Class U.S. Mail.

1 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
2 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
3 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
4 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
5 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
6 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
7 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
8 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
9 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
10 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
11 by all determinations of the Court, the Agreement, and Judgment.

12 13. Any Class Member who has not opted out may appear at the final approval hearing and
13 may object or express the Class Member's views regarding the Settlement and may present evidence
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
15 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
16 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
17 Settlement Administrator.

18 14. A final approval hearing shall be held before this Court on _____ at
19 _____ AM/PM in Department 403 of the Fresno County Superior Court to determine all necessary
20 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
21 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
22 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
23 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
24 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
25 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
26 and the Motion for Class Counsel Award and Class Representative Service Award shall be filed with
27 the Court and served on all counsel within twenty-eight (28) days following the expiration of the
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1 Response Deadline.

2 15. In the event the Settlement does not become effective in accordance with the terms of the
3 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
4 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
5 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
6 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
7 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
8 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
9 is not approved.

10 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
11 and all dates provided for in the Agreement without further notice to Class Members and retains
12 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
13
14
15

16 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO

MANUEL VILLA, an individual(s), on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

TRILLIUM PUMPS USA, INC., a Delaware
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No.: 22CECG01104

[Action Filed 04/11/2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Judge: Honorable Rosemary McGuire
Dept.: 502

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between plaintiff MANUEL VILLA (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant TRILLIUM PUMPS USA, INC. (“Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit *Villa v. Trillium Pumps USA, Inc.*, Fresno County Superior Court, Case No. 22CECG01104, filed April 11, 2022.
- B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and Release of Claims.
- D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.
- E. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, consisting of attorneys’ fees not to exceed one-third of the Gross Settlement Amount (i.e., \$216,666.67 out of \$650,000.00) **plus** costs of up to \$25,000.00. Attorneys’ fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- F. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; the total number of workweeks and pay periods that each Class Member performed work for Defendant during the Class Period, and the total number of PAGA Pay Periods for each Class Member, if applicable.

- 1 G. "Class Members" or the "Class" means all non-exempt employees who are or
2 previously were employed by Defendant and performed work in California during the
3 Class Period.
- 4 H. "Class Period" means the period between April 11, 2018, through and including
5 December 2, 2022.
- 6 I. "Class Representative Service Award" means the amount that the Court authorizes to
7 be paid to the Class Representative, in addition to his Individual Settlement Payment
8 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
9 in assisting with the prosecution of the Action and in exchange for executing a
10 General Release of claims including a Civil Code 1542 waiver from the named
11 Plaintiff, in an amount not to exceed \$10,000.00.
- 12 J. "Class Representative" or "Plaintiff" shall mean Plaintiff MANUEL VILLA.
- 13 K. "Court" means the Superior Court for the State of California, County of Fresno
14 (which is currently presiding over the Action) or such other court of competent
15 jurisdiction.
- 16 L. "Defendant" shall mean TRILLIUM PUMPS USA, INC.
- 17 M. "Effective Date" means the earliest date, following entry by the Court (or Courts) of
18 an Order (or Orders) and judgment finally approving this Settlement, upon which one
19 of the following have occurred: (i) if no objection is filed to the settlement and no
20 objector appears at the hearing on final approval, the date of the Court's entry of the
21 order granting final approval, (ii) if an objection is filed to the settlement and/or an
22 objector appears at the hearing on final approval, then the earlier of the following: (a)
23 the expiration of all potential appeal periods without a filing of a notice of appeal of
24 the final approval order or judgment, i.e., sixty (60) days after the entry of the final
25 approval order and judgment; (b) final affirmance of the final approval order and
26 judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or
27 denial of all such appeals (including any petition for review, rehearing, certiorari,
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etc.) such that the final approval order and judgment concerning the Actions is no longer subject to further judicial review. If this settlement is approved through motions in both Courts, then Effective Date shall mean the latter of both approvals.

N. “Funding Date” shall mean sixty-five (65) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.

O. “Gross Settlement Amount” means Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award (including attorneys’ fees, costs and expenses), PAGA Settlement and the Settlement Administration Costs and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

P. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Settlement, and Settlement Administration Costs.

R. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

S. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

T. “PAGA Pay Periods” means for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods

1 of employment during the PAGA Period that each Aggrieved Employee worked in
2 California.

3 U. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
4 for each Aggrieved Employee divided by the sum total of the pay periods for all
5 Aggrieved Employees during the PAGA Period.

6 V. "PAGA Period" means the period between February 2, 2021, through and including
7 December 2, 2022.

8 W. "PAGA Settlement" shall mean Forty Thousand Dollars and Zero Cents (\$40,000.00)
9 to be allocated from the Gross Settlement Amount of which Seventy-Five Percent
10 (75%) shall be paid to the LWDA ("LWDA Payment") and the remaining Twenty-
11 Five Percent (25%) paid to the Aggrieved Employees ("Aggrieved Employee
12 Payment").

13 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
14 Plaintiff or Defendant, individually.

15 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
16 by the sum total Workweeks for all Class Members.

17 Z. "QSF" means the Qualified Settlement Fund established, designated and maintained
18 by the Settlement Administrator to fund the Gross Settlement Amount.

19 AA. "Released Class Claims" means all class claims alleged in the operative complaint,
20 or which could have reasonably been alleged in the operative complaint based on the
21 facts alleged, which occurred during the Class Period, including (a) all claims for
22 failure to pay minimum wages under Cal. Labor Code §§ 1194, 1197 and 1197.1; (b)
23 all claims for failure to pay overtime wages under Cal. Labor Code §§ 510, *et seq.*;
24 (c) all claims for failure to provide required meal periods under Cal. Labor Code §§
25 226.7 and 512 and the applicable IWC Wage Order; (d) all claims for failure to
26 provide required rest breaks under Cal. Labor Code §§ 226.7 and 512 and the
27 applicable IWC Wage Order; (e) all claims for failure to provide accurate itemized
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1 wage statements under Cal. Labor Code § 226; (f) all claims for failure to provide
2 wages when due under Cal. Labor Code §§ 201, 202 and 203; (g) claims for failure
3 to reimburse employees for required expenses under Cal. Labor Code § 2802; (h)
4 claims under the California Business and Professions Code § 17200 *et. seq.* including
5 injunctive relief related to the California Labor Code violations covered by this
6 release; (i) liquidated damages; (j) interest; (k) attorneys' fees; and (l) costs; and
7 expressly excluding all other claims, including claims for vested benefits, wrongful
8 termination, unemployment insurance, disability, social security, workers'
9 compensation, and class claims outside the Class Period.

10 BB. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
11 and Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period,
12 and expressly excluding all other claims for vested benefits, wrongful termination,
13 unemployment insurance, disability, social security, workers' compensation, and
14 PAGA claims outside of the PAGA Period.

15 CC. "Released Parties" means Defendant TRILLIUM PUMPS USA, INC. and its
16 affiliated companies, owners, parents, members, subsidiaries, related companies and
17 business concerns, past and present, including successors and predecessors, and each
18 of them, as well as each of their insurers, partners, trustees, directors, shareholders,
19 officers, agents, attorneys, servants and employees, past and present, and each of
20 them.

21 DD. "Response Deadline" means the date forty-five (45) days after the Settlement
22 Administrator mails Notice Packets to Class Members and the last date on which
23 Class Members may submit requests for exclusion or objections to the Settlement.

24 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.

25 FF. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
26 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
27 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
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Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

GG. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion by the Response Deadline as provided in this Agreement.

HH. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

II. RECITALS

A. On February 2, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On April 11 2021, Plaintiff filed the class action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;

6. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;

7. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203;

8. Failure to reimburse employees for required expenses in violation of California Labor Code section 2802;

9. Violation of the Private Attorneys General Act [Labor Code section 2698].

C. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Wage Commission Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay,

1 defenses asserted by Defendant, uncertainties regarding class certification, and
2 numerous potential appellate issues. Although it denies any liability, Defendant is
3 agreeing to this Settlement solely to avoid the inconveniences and cost of further
4 litigation. The Parties and their counsel have agreed to settle the claims on the terms
5 set forth in this Agreement.

6 F. On November 2, 2022, the Parties participated in mediation presided over by Hon.
7 Brian C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour
8 class and PAGA actions. The mediation concluded a settlement after the Parties
9 agreed to a Mediator's Proposal which was memorialized in the form of a
10 Memorandum of Understanding ("MOU").

11 G. This Agreement replaces and supersedes the MOU and any other agreements,
12 understandings, or representations between the Parties. This Agreement represents
13 a compromise and settlement of highly disputed claims. Nothing in this Agreement
14 is intended or will be construed as an admission by Defendant that the claims in the
15 Action of Plaintiff or the Class Members have merit or that Defendant bears any
16 liability to Plaintiff or the Class on those claims or any other claims, or as an
17 admission by Plaintiff that Defendant's defenses in the Action have merit.

18 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
19 Settlement was arrived at through arm's-length negotiations, taking into account all
20 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
21 attendant to continuing the Action through trial and any appeal. Accordingly, the
22 Parties desire to fully, finally, and forever settle, compromise and discharge all
23 disputes and claims arising from or relating to the Action.

24 I. The Parties agree to certification of the Class for purposes of this Settlement only.

25 J. Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of
26 the negotiations connected with it, is a concession or admission, and none shall be
27 used against Defendant as an admission or indication with respect to any claim of any
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1 fault, concession, or omission by Defendant or that class certification is proper under
2 the standard applied to contested certification motions. The Parties stipulate and
3 agree to the certification of the proposed classes for settlement purposes only. The
4 Parties further agree that this Stipulation of Settlement will not be admissible in this
5 or any other proceeding as evidence that either (i) a class action should be certified or
6 (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the
7 terms of this Stipulation of Settlement. .

8 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

9 **III. TERMS OF AGREEMENT**

10 A. Settlement Consideration and Settlement Payments by Defendant.

11 1. Settlement Consideration. In full and complete settlement of the Action, and
12 in exchange for the releases set forth below, Defendant will pay the sum of
13 the Individual Settlement Payment, the Class Representative Service Award,
14 the Class Counsel Award, PAGA Settlement, and the Settlement
15 Administration Costs, as specified in this Agreement, equal to the Gross
16 Settlement Amount of Six Hundred Fifty Thousand Dollars and Zero Cents
17 (\$650,000.00). The Parties agree that this is a non-reversionary Settlement and
18 that no portion of the Gross Settlement Amount shall revert to Defendant.
19 Other than the Defendant's share of employer payroll taxes and as provided
20 for in Section III(A)(2) below, if any, Defendant shall not be required to pay
21 more than the Gross Settlement Amount.

22 2. Class Size. At the time of mediation, Plaintiff estimated that the Settlement
23 Class was comprised of approximately 278 individuals who collectively
24 worked approximately 20,344 Workweeks ("Projected Workweeks") during
25 the Class Period. In regard hereto, Defendant will provide a declaration under
26 penalty of perjury before the deadline for filing the motion for preliminary
27 approval of the settlement, confirming the number of Class Members and
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1 Workweeks they worked during the Class Period. If the actual workweek
2 number increases by more than 7% of the estimate herein, the Settlement
3 Amount will increase proportionally for the number of workweeks over 107%
4 of 20,344 (For example, if the actual Workweek number is 12% greater than
5 20,344, the Gross Settlement Amount will increase by 5%).

6 3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the
7 Settlement Administrator on the Funding Date.

8 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
9 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
10 together with the Gross Settlement Amount. The Settlement Administrator
11 shall be responsible for calculating and remitting Defendant's share of
12 employer side payroll taxes.

13 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
14 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
15 on behalf of themselves and their respective former and present representatives,
16 agents, attorneys, heirs, administrators, successors and assigns, release the Released
17 Parties from the Released Class Claims for the Class Period.

18 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
19 consideration set forth in this Agreement, the Plaintiff and the Aggrieved Employees,
20 on behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors and assigns, along with the LWDA
22 and the State of California, release the Released Parties from the PAGA Released
23 Claims for the PAGA Period.

24 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
25 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
26 Defendant from any and all claims, whether known or unknown, which exist or may
27 exist on his behalf as of the date of this Agreement, including but not limited to any
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1 and all tort claims, contract claims, wage claims, wrongful termination claims,
2 disability claims, benefit claims, public policy claims, retaliation claims, statutory
3 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
4 defamation claims, fraud claims, quantum meruit claims, and any and all claims
5 arising under any federal, state or other governmental statute, law, regulation or
6 ordinance, including, but not limited to claims for violation of the Fair Labor
7 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
8 Welfare Commission, other state wage and hour laws, the Americans with
9 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
10 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
11 California Fair Employment and Housing Act, the California Family Rights Act, the
12 Family Medical Leave Act, California's Whistleblower Protection Act, California
13 Business & Professions Code Section 17200 et seq., and any and all claims arising
14 under any federal, state or other governmental statute, law, regulation or ordinance.
15 Plaintiff also waives and relinquishes any and all claims, rights or benefits that he
16 may have under California Civil Code § 1542, which provides as follows:

17
18 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
19 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
20 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
21 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
22 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
23 ***DEBTOR OR RELEASED PARTY.***

24
25 Thus, notwithstanding the provisions of section 1542, and to implement a full and
26 complete release and discharge of the Defendant, Plaintiff expressly acknowledges
27 this Settlement Agreement is intended to include in its effect, without limitation, all
28

1 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
2 signing this Settlement Agreement, and that this Settlement Agreement contemplates
3 the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
4 Settlement Agreement, including this waiver of California Civil Code section 1542,
5 and that Plaintiff has consulted with or had the opportunity to consult with counsel of
6 Plaintiff's choosing about this Settlement Agreement and specifically about the
7 waiver of section 1542, and that Plaintiff understands this Settlement Agreement and
8 the section 1542 waiver, and so Plaintiff freely and knowingly enters into this
9 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover
10 facts different from or in addition to those Plaintiff now knows or believes to be true
11 regarding the matters released or described in this Settlement Agreement, and even so
12 Plaintiff agrees that the releases and agreements contained in this Settlement
13 Agreement shall remain effective in all respects notwithstanding any later discovery
14 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
15 mistake in connection with the true facts involved in the matters, disputes, or
16 controversies released or described in this Settlement Agreement or with regard to any
17 facts now unknown to Plaintiff relating thereto.

18 E. Conditions Precedent: This Settlement will become final and effective only upon the
19 occurrence of all of the following events:

- 20 1. The Court enters an order granting preliminary approval of the Settlement;
- 21 2. The Court enters an order granting final approval of the Settlement and a Final
22 Judgment;
- 23 3. If an objector appears at the final approval hearing, the time for appeal of the
24 Final Judgment and Order Granting Final Approval of Class Action
25 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
26 any appeal from the Judgment and Order Granting Final Approval of Class
27 Action Settlement; and

1 4. Defendant fully funds the Gross Settlement Amount.

2 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
3 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
4 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
5 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
6 fully fund the Gross Settlement Amount:

7 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
8 and shall not be admissible in any judicial, administrative or arbitral
9 proceeding for any purpose or with respect to any issue, substantive or
10 procedural;

11 2. The conditional class certification (obtained for any purpose) shall be void *ab*
12 *initio* and of no force or effect, and shall not be admissible in any judicial,
13 administrative or arbitral proceeding for any purpose or with respect to any
14 issue, substantive or procedural; and

15 3. None of the Parties to this Settlement will be deemed to have waived any
16 claims, objections, defenses or arguments in the Actions, including with
17 respect to the issue of class certification.

18 4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall
19 bear the sole responsibility for any cost to issue or reissue any curative notice
20 to the Settlement Class Members and all Settlement Administration Costs
21 incurred to the date of nullification.

22 G. Certification of the Settlement Class. The Parties stipulate to conditional class
23 certification of the Class for the Class Period for purposes of settlement only. In the
24 event that this Settlement is not approved by the Court, fails to become effective, or is
25 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
26 Defendant from obtaining a complete resolution of the Released Claims, the
27 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
28

no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payments of the PAGA Settlement.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by

the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 court days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employee Payments of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

L. Notice Procedure.

1. Class Data. No later than ten (10) court days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class

1 Data for purposes of preparing and mailing Notice Packets to the Class
2 Members.

3 2. Notice Packets.

4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as Exhibit A. The
6 Notice of Class Action Settlement shall inform Class Members and
7 Aggrieved Employees that they need not do anything in order to
8 receive an Individual Settlement Payment and/or Aggrieved
9 Employees' individual shares of the PAGA Settlement and to keep the
10 Settlement Administrator apprised of their current mailing address, to
11 which the Individual Settlement Payments and/or Aggrieved
12 Employee Payments of the PAGA Settlement will be mailed following
13 the Funding Date. The Notice of Class Action Settlement shall set
14 forth the release to be given by all members of the Class who do not
15 request to be excluded from the Settlement Class and/or Aggrieved
16 Employees' in exchange for an Individual Settlement Payment and/or
17 Aggrieved Employee Payments of the PAGA Settlement, the number
18 of Workweeks worked by each Class Member during the Class Period
19 and PAGA Period, if any, and the estimated amount of their Individual
20 Settlement Payment if they do not request to be excluded from the
21 Settlement and each Aggrieved Employee's share of the PAGA
22 Settlement, if any. The Settlement Administrator shall use the Class
23 Data to determine Class Members' Workweeks and PAGA Pay
24 Periods. The Notice will also advise the Aggrieved Employees that
25 they will release the Released PAGA Claims and will receive their
26 share of the PAGA Settlement regardless of whether they request to
27 be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as undeliverable or non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

1 5. Disputes Regarding Individual Settlement Payments. The Class Data
2 provided by Defendant shall be deemed accurate and complete; however,
3 Class Members will have the opportunity, should they disagree with
4 Defendant's records regarding the start and end dates of employment to
5 provide documentation and/or an explanation to show contrary dates. If there
6 is a dispute, the Settlement Administrator will consult with the Parties to
7 determine whether an adjustment is warranted. The Settlement Administrator
8 shall determine the eligibility for, and the amounts of, any Individual
9 Settlement Payments under the terms of this Agreement. The Settlement
10 Administrator's determination of the eligibility for and amount of any
11 Individual Settlement Payment shall be binding upon the Class Member and
12 the Parties. Any adjustments to Individual Settlement Payments made
13 pursuant to this section shall be apportioned from the Net Settlement Amount
14 and shall under no circumstance require Defendant to contribute additional
15 monies above and beyond the Gross Settlement Amount.

16 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
17 by the Settlement Administrator concerning the administration of the
18 Settlement will be resolved by the Court under the laws of the State of
19 California. Before any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of
21 involving the Court.

22 7. Exclusions. The Notice Packet shall contain the Notice of Class Action
23 Settlement in a form substantially similar to the form attached as **Exhibit B.**
24 The Notice of Class Action Settlement shall inform Class Members and
25 Aggrieved Employees that they need not do anything in order to receive an
26 Individual Settlement Payment and/or Aggrieved Employee Payment of the
27 PAGA Settlement and to keep the Settlement Administrator apprised of their
28

1 current mailing address, to which the Individual Settlement Payments and/or
2 Aggrieved Employees Payment of the PAGA Settlement will be mailed
3 following the Funding Date. The Notice of Class Action Settlement shall set
4 forth the release to be given by all members of the Class who do not request
5 to be excluded from the Settlement Class and/or Aggrieved Employees' in
6 exchange for an Individual Settlement Payment and/or Aggrieved Employee
7 Payment of the PAGA Settlement, the number of Workweeks worked by each
8 Class Member during the Class Period and PAGA Period, if any, and the
9 estimated amount of their Individual Settlement Payment if they do not
10 request to be excluded from the Settlement and each Aggrieved Employee
11 Payment, if any. The Settlement Administrator shall use the Class Data to
12 determine Class Members' Workweeks and PAGA Pay Periods. The Notice
13 will also advise the Aggrieved Employees that they will release the Released
14 PAGA Claims and will receive their share of the PAGA Settlement regardless
15 of whether they request to be excluded from the Settlement.

- 16 8. Objections. The Notice of Class Action Settlement contained in the Notice
17 Packet shall state that Class Members who wish to object to the Settlement
18 may submit to the Settlement Administrator a written statement of objection
19 ("Notice of Objection") by the Response Deadline. The postmark date of
20 mailing shall be deemed the exclusive means for determining whether a
21 Notice of Objection was served timely. The Notice of Objection must be
22 signed by the Settlement Class Member and state: (1) the case name and
23 number; (2) the name of the Settlement Class Member; (3) the address of the
24 Settlement Class Member; (4) the last four digits of the Settlement Class
25 Member's Social Security number; (5) the basis for the objection; and (6) if
26 the Settlement Class Member intends to appear at the Final
27 Approval/Settlement Fairness Hearing. Class Members who fail to make
28

1 objections in writing in the manner specified above may still make their
2 objections orally at the Final Approval/Settlement Fairness Hearing with the
3 Court's permission. Settlement Class Members will have a right to appear at
4 the Final Approval/Settlement Fairness Hearing to have their objections heard
5 by the Court. At no time shall any of the Parties or their counsel seek to solicit
6 or otherwise encourage Class Members to file or serve written objections to
7 the Settlement or appeal from the Order and Final Judgment. Class Members
8 who submit a written request for exclusion may not object to the Settlement.
9 Class Members may not object to the PAGA Settlement.

10 M. Monitoring and Reviewing Settlement Administration. The Parties have the right to
11 monitor and review the administration of the Settlement to verify that the monies
12 allocated under the Settlement are distributed in the correct amount, as provided for in
13 this Stipulation of Settlement.

14 N. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
15 the Gross Settlement Amount on or before the Funding Date, plus any employer's
16 share of payroll taxes, if any, as mandated by law within the time specified herein.

17 1. Individual Settlement Payments. Individual Settlement Payments shall be
18 paid from the Net Settlement Amount and shall be paid pursuant to the
19 formula set forth herein. Using the Class Data, the Settlement Administrator
20 shall add up the total number of Workweeks for all Class Members. The
21 respective Workweeks for each Class Member will be divided by the total
22 Workweeks for all Class Members, resulting in the Payment Ratio for each
23 Class Member. Each Class Member's Payment Ratio will then be multiplied
24 by the Net Settlement Amount to calculate each Class Member's estimated
25 Individual Settlement Payments. Each Individual Settlement Payment will be
26 reduced by any legally mandated employee tax withholdings (e.g., employee
27 payroll taxes, etc.). Individual Settlement Payments for Class Members who
28

1 submit valid and timely requests for exclusion will be redistributed to
2 Settlement Class Members who do not submit valid and timely requests for
3 exclusion on a pro rata basis based on their respective Payment Ratios.

4 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Class Data, the Settlement Administrator shall add up the total number of
6 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
7 The respective PAGA Pay Periods for each Aggrieved Employee will be
8 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
9 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
10 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
11 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
12 estimated share of the PAGA Settlement.

13 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
14 Settlement Payments shall be allocated as follows: 25% as wages (“Wage
15 Portion”); 75% as penalties and interest (“Non-Wage Portion”). The Wage
16 Portion is subject to wage withholdings and shall be reported on IRS Form W-
17 2. The Non-Wage Portion shall not be subject to wage withholdings and shall
18 be reported on IRS Form 1099.

19 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
20 Employee Payments shall be allocated and treated as 100% penalties and shall
21 be reported on IRS Form 1099.

22 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
23 individual shares of the PAGA Settlement made to Settlement Class Members
24 and/or Aggrieved Employees under this Settlement Agreement, as well as any
25 other payments made pursuant to this Settlement Agreement, will not be
26 utilized to calculate any additional benefits under any benefit plans to which
27 any Class Members may be eligible, including, but not limited to profit-

1 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
2 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
3 Parties' intention that this Settlement Agreement will not affect any rights,
4 contributions, or amounts to which any Class Members may be entitled under
5 any benefit plans.

6 6. Income to Settlement Class Members. All monies received by Settlement Class
7 Members under the Settlement which are attributable to wages shall constitute
8 income to such Settlement Class Members solely in the year in which such
9 monies actually are received by the Settlement Class Members. It is the intent
10 of the Parties that Individual Settlement Payments and individual shares of the
11 PAGA Settlement provided for in this Settlement agreement are the sole
12 payments to be made by Defendant to Settlement Class Members and/or
13 Aggrieved Employees in connection with this Settlement Agreement, with the
14 exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved
15 Employees are not entitled to any new or additional compensation or benefits as
16 a result of having received the Individual Settlement Payments and/or their
17 shares of the PAGA Settlement.

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
20 and/or Aggrieved Employees last known mailing address no later than fifteen
21 (15) calendar days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employee does not cash his or her settlement check within 90 days,
26 the Settlement Administrator will send a letter to such persons, advising that
27 the check will expire after the 180th day, and invite that Settlement Class
28

1 Member and/or Aggrieved Employee to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employee's individual share of the PAGA
4 Settlement check has not been cashed within one hundred and eighty (180)
5 days, all funds represented by such uncashed checks, plus any interest accrued
6 thereon, shall be transmitted to the Controller of the State of California to be
7 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
8 *et seq.*, in the names and corresponding amounts associated with each Class
9 Member and/or Aggrieved Employee whose check(s) are cancelled.

- 10 9. Class Representative Service Award. In addition to the Individual Settlement
11 Payment and his Aggrieved Employee Payment, Plaintiff will apply to the
12 Court for an award of not more than Ten Thousand Dollars and Zero Cents
13 (\$10,000.00), as the Class Representative Service Award. Defendant does not
14 presently intend to oppose a Class Representative Service Award of not more
15 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
16 Class Representative Service Award, either in the amount stated herein if
17 approved by the Court or some other amount as approved by the Court, to
18 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
19 days after the Funding Date. Any portion of the requested Class
20 Representative Service Award that is not awarded to the Class Representative
21 shall be part of the Net Settlement Amount and shall be distributed to
22 Settlement Class Members as provided in this Agreement. The Settlement
23 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class
24 Representative Service Award. Plaintiff shall be solely and legally
25 responsible to pay any and all applicable taxes on his Class Representative
26 Service Award and shall hold harmless the Defendant from any claim or
27 liability for taxes, penalties, or interest arising as a result of the Class
28

1 Representative Service Award. The Class Representative Service Award shall
2 be in addition to Plaintiff's Individual Settlement Payment as a Settlement
3 Class Member. Approval of this Settlement shall not be conditioned on Court
4 approval of the requested amount of the Class Representative Service Award.
5 If the Court reduces or does not approve the requested Class Representative
6 Service Award, Plaintiff shall not have the right to revoke the Settlement, and
7 it will remain binding.

8 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
9 attorneys' fees not to exceed one-third of the Gross Settlement Amount
10 currently estimated to be Two Hundred Sixteen Thousand Six Hundred Sixty-
11 Six Dollars and Sixty-Seven Cents (\$216,666.67), plus costs and expenses
12 supported by declaration not to exceed Twenty-Five Thousand Dollars and
13 Zero Cents (\$25,000), from the Gross Settlement Amount will be filed. Any
14 portion of the requested Class Counsel Award that is not awarded to Class
15 Counsel shall be part of the Net Settlement Amount and shall be distributed
16 to Settlement Class Members as provided in this Agreement. The Settlement
17 Administrator shall allocate and pay the Class Counsel Award to Class
18 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
19 days after the Funding Date. Class Counsel shall be solely and legally
20 responsible to pay all applicable taxes on the payment made pursuant to this
21 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
22 MISC to Class Counsel for the payments made pursuant to this paragraph. If
23 the Court reduces or does not approve the requested Class Counsel Award,
24 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
25 or to appeal such order, and the Settlement will remain binding.

26 11. PAGA Settlement. Forty Thousand Dollars and Zero Cents (\$40,000.00) shall
27 be allocated from the Gross Settlement Amount for settlement of claims for
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civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$30,000.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Settlement (\$10,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$11,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a

1 declaration in support of Plaintiff's motion for final approval of this
2 Settlement detailing the number of Notice Packets mailed and re-mailed to
3 Class Members, the number of undeliverable Notice Packets, the number of
4 timely requests for exclusion, the number of objections received, the amount
5 of the average Individual Settlement Payment and highest Individual
6 Settlement Payment, the Settlement Administration Costs, and any other
7 information as the Parties mutually agree or the Court orders the Settlement
8 Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an Order
10 Granting Final Approval of Class Action Settlement to the Court for its
11 approval, and Judgment thereon, at the time Class Counsel files the Motion
12 for Final Approval.

13 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
14 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
15 Final Approval, including the Order Granting Final Approval of Class Action
16 Settlement, and Judgment before filing with the Court. The Parties and their counsel
17 will cooperate with each other and use their best efforts to affect the Court's approval
18 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
19 Judgment.

20 O. Cooperation. The Parties and their counsel will cooperate with each other and use
21 their best efforts to implement the Settlement.

22 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
23 except such proceedings necessary to implement and complete the Settlement, pending
24 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

25 Q. Amendment or Modification. This Agreement may be amended or modified only by
26 a written instrument signed by counsel for all Parties or their successors-in-interest.

- 1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.
- 6 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate
8 this Agreement and to take all appropriate Action required or permitted to be taken by
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
10 documents required to effectuate the terms of this Agreement. The persons signing
11 this Agreement on behalf of Defendant represents and warrants that he/she is
12 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
13 warrants that he is authorized to sign this Agreement and that he has not assigned any
14 claim, or part of a claim, covered by this Settlement to a third-party.
- 15 T. No Public Comment: Plaintiff and their counsel agree that they will not issue any press
16 releases, initiate any contact with the press, respond to any press inquiry, post details
17 about the settlement, or have any communication with the press about the fact, amount
18 or terms of the Settlement Agreement. Class Counsel further agrees not to use the
19 Settlement Agreement or any of its terms for any marketing or promotional purposes.
20 Nothing herein will restrict Class Counsel from including publicly available
21 information regarding this settlement in future judicial submissions regarding Class
22 Counsel's qualifications and experience. Further, Class Counsel will not include,
23 reference or use the Settlement Agreement for any marketing or promotional purposes,
24 either before or after the Motion for Preliminary Approval is filed.
- 25 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
26 to the benefit of, the successors or assigns of the Parties, as previously defined.
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- 1 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 W. Counterparts. This Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them shall be deemed to be one and the same
5 instrument provided that counsel for the Parties to this Agreement shall exchange
6 among themselves copies or originals of the signed counterparts.
- 7 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
8 is a fair, adequate and reasonable settlement of this Action and have arrived at this
9 Settlement after extensive arms-length negotiations, taking into account all relevant
10 factors, present and potential.
- 11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.
- 17 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
18 the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this
20 Agreement valid and enforceable.
- 21 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
22 intend to pursue any claims against the Defendant, including, but not limited to, any
23 judicial, arbitral, or administrative forum, except for the already asserted individual
24 claim/complaint by Plaintiff against Defendant, and any and all claims relating to or
25 arising from Plaintiff's employment with Defendant, regardless of whether Class
26 Counsel is currently aware of any facts or legal theories upon which any claims or
27 causes of action could be brought against the Defendant, including those facts or legal
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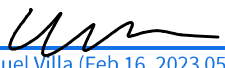
1 theories alleged in the operative complaint in this Action. The Parties further
2 acknowledge, understand and agree that this representation is essential to the
3 Agreement and that this Agreement would not have been entered into were it not for
4 this representation.

5 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
6 certification for purposes of this settlement only.

7 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
8 Released Claims have merit and give rise to liability on the part of Defendant.
9 Defendant has claimed and continues to claim that the Released Claims have no merit
10 and do not give rise to liability. This Agreement is a compromise of disputed claims.
11 Nothing contained in this Agreement and no documents referred to and no action taken
12 to carry out this Agreement may be construed or used as an admission by or against
13 the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims
14 asserted. Other than as may be specifically set forth herein, each Party shall be
15 responsible for and shall bear its/his own attorney's fees and costs.

16 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

17
18 DATED: Feb 16, 2023

19 
Manuel Villa (Feb 16, 2023 05:56 PST)
20 MANUEL VILLA

21
22
23
24
25
26 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

1 DATED: March 16, 2023

Chad Casey

TRILLIUM PUMPS USA, INC.

Chad Casey
Printed Name

Legal Counsel - North America
Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

10 DATED: February 16, 2023

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

15 DATED: February 16, 2023

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

20 DATED: March 16, 2023

LITTLER MENDELSON, P.C.

By: 

Jason H. Borchers, Esq.
Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Villa v. Trillium Pumps USA, Inc., Fresno County Superior Court, Case No. 22CECG01104)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Fresno (the “Court”) has been reached between Plaintiff Manuel Villa (“Plaintiff”) and Defendant Trillium Pumps USA, Inc., a Delaware Corporation (hereinafter “Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The “Class Period” is the period of time between April 11, 2018, through and including December 2, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 11, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Fresno. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to reimburse employees for required expenses in violation of Cal Lab. Code section 2802; (i) unlawful deductions; and (j) Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not unlawfully deduct wages; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 2, 2022, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.) a respected jurist and an experienced mediator of wage and hour class actions. The mediation concluding with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Costs, the LWDA Payment, Aggrieved Employee Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$11,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$216,666.67) and costs and expenses of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. Class Counsel's Fees Payment will be divided equally between Class Counsel (50% to Zakay Law Group, APC and 50% to The JCL Law Firm, APC).
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Hundred Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Settlement. A payment of \$40,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000.00 will be distributed to Aggrieved Employees as part of the PAGA Settlement.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employee Payment to Aggrieved Employees. The PAGA Settlement shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Settlement will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period of April 21, 2020, through and including August 26, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff, and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative complaint, or which could have reasonably been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period. The Released PAGA Claims shall be released as follows. As of the Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (April 11, 2018, through and including December 2, 2022).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (April 21, 2020, through and including August 26, 2022).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge/dispute the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ . (800) _____ .

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Settlement.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion should indicate clearly that you wish to opt out of the class action and settlement of the case. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which ***Villa v. Trillium Pumps USA, Inc., Fresno County Superior Court, Case No. 22CECG01104***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Jason H. Borchers, Esq.
Littler Mendelson, P.C.
5200 North Palm Avenue, Suite 302
Fresno, CA 93704
T: 559-244-7500
F: 559-244-7525
jborchers@littler.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the Fresno County Superior Court, located at 1130 "O" Street Fresno, CA 93724, before Judge Jon M. Skiles. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through <https://www.fresno.courts.ca.gov/divisions/civil/remote-appearance-information>

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to ***Villa v. Trillium Pumps USA, Inc., Fresno County Superior Court, Case No. 22CECG01104***, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Settlement Class Members who cashed his or her Individual Settlement Payment check using the same work shift formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of FRESNO
Manuel Villa v. Trillium Pumps USA, Inc.
Fresno County Superior Court Case No. 22CEG01104

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **** INSERT DATE****.

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____
Last 4 Digits of Social Security Number: _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Manuel Villa v. Trillium Pumps USA, Inc.*, Case No. 22CEG01104, filed in the Superior Court of California, County of Fresno. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion that is also a member of the PAGA Class will still receive his/her pro rata share of the PAGA Payment.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before ****INSERT DATE**** AT THE ADDRESS LISTED BELOW:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)