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and Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

SAUL LOERA, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiffs,

v.

HIRSCH PIPE & SUPPLY CO., INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Lead Case No.: 30-2020-01136571-CU-OE-CXC
Consolidated with Case No.:
30-2020-01139894-CU-OE-CXC

CLASS ACTION

Honorable David A. Hoffer
Department CX-103

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

[Filed concurrently with Exhibit A to [Proposed]
Order Granting Plaintiff's Motion for Preliminary
Approval of Class, Collective, and PAGA
Settlement]

Date: September 8, 2025
Time: 1:30 PM
Dept: CX103

Complaint Filed: March 5, 2020
Jury Trial Date: None Set

ORDER

The Motion for Preliminary Approval of Class, Collective, and PAGA Settlement (“Motion”) filed by Plaintiff Saul Loera (“Plaintiff”) came on regularly for hearing before this Court on September 8, 2025. The Court, having considered the Motion, the Stipulation and Settlement of Class, Collective, and PAGA Claims (“Settlement”), attached as Exhibit 1 to the Declaration of Carolyn H. Cottrell filed concurrently with the Motion, the Memorandum of Points and Authorities in support thereof, the declarations of Plaintiff Saul Loera and Carolyn H. Cottrell, the Joint Supplemental Statement in Support of Preliminary Approval of Class, Collective, and PAGA Settlement, the Supplemental Declaration of Ori Edelstein with its corresponding exhibits, the Second Supplemental Declaration of Ori Edelstein with its corresponding exhibits, all other supporting documents, the pleadings and papers on file in this action, and any argument and/or evidence presented at the hearing on the Motion, and good cause appearing therefore, **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. This Order incorporates by reference the parties’ Settlement and all defined terms herein shall have the same meaning as set forth in the Settlement.

2. The Court **GRANTS** preliminary approval of the Settlement and finds its terms to be fair, adequate, and within the range of reasonableness of a settlement that ultimately could be finally approved by the Court at a Final Approval Hearing.

3. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court **GRANTS** conditional certification of the Class, which is defined as “all current and former hourly-paid or non-exempt employees who reside in California and who worked for Defendant within the State of California at any time between March 5, 2016 and the date the Settlement is preliminarily approved.” All Class Members who do not opt out are bound by the terms of the Settlement.

4. For purposes of the Settlement, the Court designates Plaintiff Saul Loera as Class

1 Representative and designates Schneider Wallace Cottrell Kim LLP and Lawyers *for* Justice, PC as
2 Class Counsel.

3 5. The Court designates CPT Group, Inc., as the third-party Settlement Administrator
4 for mailing notices, administering the Settlement, and carrying out all of the other responsibilities
5 outlined in the Settlement.

6 6. The Court approves as to form and content the Court Approved Notice of Class
7 Action Settlement and Hearing Date for Final Court Approval (“Notice”) in the form attached to
8 the Settlement as **Exhibit A**. Minor, non-substantive changes are permitted to the extent required
9 to facilitate notice administration.

10 7. The Court finds that the form of notice to the Class Members regarding the
11 pendency of the action and Settlement and the method of giving notice to Class Members
12 constitute the best notice practicable under the circumstances and constitute valid, due, and
13 sufficient notice to all Class Members. The form and method of giving notice comply fully with
14 the requirements of Cal. Code Civ. Proc. § 382, Cal. Rules of Court 3.766 and 3.769, the California
15 and United States Constitutions, and other applicable law.

16 8. The Court further approves the procedures for Class Members to opt out of or
17 object to the Settlement, as set forth in the Notice.

18 9. The procedures and requirements for submitting written objections in connection
19 with the Final Approval Hearing are intended to ensure the efficient administration of justice and
20 the orderly presentation of any Class Member’s objection to the Settlement, in accordance with the
21 due process rights of all Class Members.

22 10. The Court **DIRECTS** the Settlement Administrator to send the Notice to the Class
23 Members via U.S. Mail in accordance with the terms of the Settlement.

24 11. The Notice shall provide 45 days from the date of mailing for Class Members to opt
25 out of or object to the Settlement.

26 12. The Final Approval Hearing on the question of whether the Settlement should be
27 finally approved as fair, reasonable, and adequate is scheduled for November 24, 2025 at 1:30
28 p.m.in Department CX-103.

1 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
2 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
3 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application
4 for reasonable attorneys' fees, reimbursement of litigation costs, Plaintiff's service award, and
5 Settlement administration costs should be granted.

6 14. Counsel for the parties shall file memoranda, declarations, and other materials in
7 support of their request for final approval of the Settlement; attorneys' fees, litigation expenses,
8 Plaintiff's service award, and Settlement Administration costs prior to the Final Approval Hearing
9 according to the time limits set by the Code of Civil Procedure and California Rules of Court.

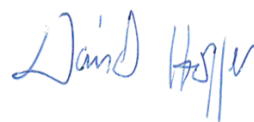
10 15. Administration of the Settlement shall proceed according to the implementation
11 schedule set forth in Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class,
12 Collective, and PAGA Settlement.

13 16. Pending the Final Approval Hearing, all proceedings in this action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are hereby stayed, and all deadlines are vacated. The time period for bringing this action to
16 trial pursuant to Cal. Code Civ. Proc. §§ 583.310 *et seq.* is hereby tolled until further order of the
17 Court.

18 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
19 connection with the administration of the Settlement that are not materially inconsistent with either
20 this Order or the terms of the Settlement.

21 **IT IS SO ORDERED.**

22 Date: **September 30, 2025**



Hon. David A. Hoffer
Superior Court Judge

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CLASS ACTION

Honorable David A. Hoffer
Department CX-103

**EXHIBIT A TO [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS,
COLLECTIVE, AND PAGA SETTLEMENT**

[Filed Concurrently with [Proposed] Order
Granting Plaintiff's Motion for Preliminary
Approval of Class, Collective, and PAGA
Settlement]

Date: September 8, 2025
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Complaint Filed: March 5, 2020
Jury Trial Date: None Set

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Saul Loera, et al. v. Hirsch Pipe & Supply Co., Inc., et al.

Orange County Superior Court Lead Case No. 30-2020-01136571-CU-OE-CXC, and
consolidated PAGA Action 30-2020-01139894-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Hirsch Pipe & Supply Co., Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Saul Loera ("Plaintiff" and "Named Plaintiff") and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs and other relief for a class of hourly-paid or non-exempt employees ("Class Members") who worked for Defendant in California during the Class Period (March 5, 2016 to [insert date of preliminary approval]) (the "Class Period"); and (2) penalties under the California Labor Code Private Attorneys General Act ("PAGA") for all hourly-paid or non-exempt employees who worked for Defendant in California during the PAGA Period (January 28, 2019 to [insert date of preliminary approval]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you will receive may be different and depends on several factors, such as total participating class members. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [redacted] Workweeks** during the Class Period and **you worked [redacted] Pay Periods** during the PAGA Period. If you believe that you worked more during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Settlement Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request To Opt-Out or otherwise notifying the Claims Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement, and it is unlawful for it to do so.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Settlement Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Period wage claims against Defendant that are covered by this Settlement ("Released Class Claims," as defined in Section 3 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [insert 45-day Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Claims Administrator a written Request To Opt-Out. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined in Section 3 of this Notice).
Participating Settlement Class Members Can Object to the Class Settlement but not the PAGA	All Class Members who do not opt-out ("Participating Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of

Settlement Written Objections Must be Submitted by [insert 45-day Response Deadline]	the Class and Aggrieved Employees. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert hearing date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert hearing date]. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Workweeks/Pay Periods Disputes Must be Submitted by [insert 45-day Response Deadline]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert 45-day Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA. Plaintiff is represented by attorneys in the Action: Schneider Wallace Cottrell Kim LLP and Lawyers for Justice, PC (collectively, "Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator to help resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to

jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,500,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Claims Administrator of the Settlement. The Claims Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Named Plaintiff Service Award, Class Counsels' Attorneys' Fees and Cost Award, the Claims Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or any other challenge to, the Superior Court's Judgment; (ii) the date affirmance of an appeal of the Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$500,000.00 (33⅓% of the Gross Settlement) to Class Counsel for attorneys' fees, as well as an additional amount for actual litigation costs (the "Attorneys' Fees and Cost Award"). To date, Class Counsel have worked and incurred costs on the Action without payment.
 - B. Up to \$25,000 to Class Counsel for reimbursement of their out-of-pocket expenses associated with bringing this litigation.
 - C. Up to \$5,000.00 to Plaintiff Saul Loera, as a Named Plaintiff Service Award in recognition of his efforts in assisting with the prosecution of the Action on behalf of the Class Members. This Service Award will be the only monies

Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- D. Up to \$12,500 to the Claims Administrator for services administering the Settlement.
- E. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Claims Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Settlement Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds (2/3) to reimbursements, penalties, and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer share payroll taxes (e.g., taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and all other applicable payroll tax payments) it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Claims Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't claim or cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Division in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Division, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a

Participating Settlement Class Member, participating fully in the Class Settlement, unless you notify the Claims Administrator in writing, not later than [insert Response Deadline], that you wish to opt-out. The easiest way to notify the Claims Administrator is to send a written and signed Request to Opt-Out by the [insert 45-day Response Deadline] Response Deadline. The Request to Opt-Out is a form completed, signed, and submitted by a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Action during the PAGA Period.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Claims Administrator. The Court has appointed a neutral company, CPT Group, Inc., Inc. (the "Claims Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests to Opt-Out. The Claims Administrator will also decide Class Member Workweek/PAGA Pay Period disputes, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Claims Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Settlement Class Members' Released Class Claims. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Settlement Class Members will be bound by the following release:

All Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The "Released Class Claims" means all

claims that were alleged, or could have been alleged, in the Action, and/or based on the facts and claims alleged. The Released Class Claims include all claims for: unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time, and interest thereon; claims alleging failure to properly calculate the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; claims alleging failure to properly calculate and pay meal period and rest period premiums; failure to provide day of rest; failure to reimburse for all necessary business expenses; failure to pay for all hours worked, including claims based on alleged off-the-clock work, reporting time pay, and rounded time; incorrect wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; failure to timely pay final wages; unfair business practices related to the Released Class Claims; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. The Released Class Claims expressly include, without limitation, all such claims under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2699.3, 2699.5, 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code sections 17200, *et seq.*; the California Civil Code § 1021.5; the California Code of Regulations tit. 8, § 11010, *et seq.*; the California Code of Civil Procedure § 382; California common law; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; the Code of Federal Regulations; and federal common law. The Released Class Claims excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Settlement Class Members may be precluded as a matter of law from filing a wage and hour action under the FLSA against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018). Except as set forth in Paragraph II.2(a) of this Agreement, Participating Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation. The Released Class Claims are limited to the Class Period.

10. Aggrieved Employees' Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the Employer Paid Taxes, all Aggrieved Employees will be barred from asserting any of the Released PAGA Claims (defined below) against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees, including those who timely and effectively exclude themselves from (opt-out of) the Class Settlement, shall nevertheless be bound by the Released PAGA Claims and shall receive their Individual PAGA Payment. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action, based on the allegations asserted in Named Plaintiff's Original Complaint, Named Plaintiff's PAGA Complaint and/or in the PAGA Notice. The "Released PAGA Claims" include, without limitation, claims under the PAGA for: unpaid wages, including, but not limited to, claims based on alleged failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; claims alleging failure to properly calculate the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; failure to properly calculate and pay meal period and rest period premiums; failure to provide day of rest; failure to reimburse for all necessary business expenses; failure to pay for all hours worked, including claims based on alleged off-the-clock work, reporting time pay, and rounded time; incorrect wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include, without limitation, claims under the PAGA for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

4. HOW WILL THE CLAIMS ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Claims Administrator will calculate Individual Class Payments by (i) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Settlement Class Members during the Class Period and (ii) multiplying the result by each Participating Settlement Class Member's Workweeks.
2. Individual PAGA Payments. The Claims Administrator will calculate Individual PAGA Payments by (i) dividing the Aggrieved Employees' share of the PAGA Payment (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (ii) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
3. Workweeks/PAGA Pay Periods Disputes. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this

Notice. You have until **[insert 45-day Response Deadline]** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending the attached workweek dispute form to the Claims Administrator in accordance with the instructions contained therein. Section 9 of this Notice has the Claims Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Claims Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Claims Administrator aid the Parties to find a mutually agreeable resolution to the Workweek and/or PAGA Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Settlement Class Members) and Defendant's Counsel. The Parties shall submit to the Court any unresolved disputes for a resolution. The Claims Administrator will notify you of the final decision. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Claims Administrator will send, by U.S. mail, a single check to every Participating Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any. The Claims Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Claims Administrator as soon as possible. Section 9 of this Notice has the Claims Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and return the request for exclusion form and return it to the Claims Administrator. **ONLY DO THIS IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT AND OBTAIN YOUR MONETARY SETTLEMENT SHARE(S).** The Claims Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request. You must make the request yourself. If someone else signs the request for you, it will not be valid. The Claims Administrator must be sent your request to be excluded by **[insert 45-day Response Deadline]**, or it will be invalid. Section 9 of the Notice has the Claims Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Settlement Class Members have the right to object to the Class Settlement. Any Participating Settlement Class Member's objection to the PAGA Payment shall be limited as to the amount of money the Parties allocated from the Gross Settlement Amount to

the PAGA Payment only. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [insert hearing date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs, and Named Plaintiff Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs and (ii) the amount Plaintiff is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Claims Administrator's website at [insert website] or the Court's website at <https://civilwebshopping.occourts.org/>.

A Participating Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Costs, and Named Plaintiff Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Notices of Objection to the Claims Administrator is [insert 45-day Response Deadline].** Be sure to tell the Claims Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Loera v. Hirsch Pipe & Supply Co., Inc.*, Orange County Superior Court Case No. 30-2020-01136571-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Claims Administrator's contact information.

Alternatively, a Participating Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert hearing date] at [insert time] in Department CX105 of the Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Claims Administrator. The Court will invite comment from objectors, Class Counsel, and Defendant's Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's Civil Remote Hearings page (<https://acikiosk.azurewebsites.us/?dept=CX105>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Claims Administrator's website at [insert website] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Claims Administrator's website at [\[insert website\]](#). You can also telephone or send an email to Class Counsel or the Claims Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/>) and entering the Case Number for the Action, Case No. 30-2020-01136571-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court Civil Complex Center by calling (657) 622-6878.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Claims Administrator:

Name of Company: CPT Group, Inc.

Email Address: info@cptgroup.com

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: 1 (800) 542-0900

Fax Number: (949) 419-3446

Class Counsel:

Carolyn H. Cottrell

Ori Edelstein

Schneider Wallace Cottrell Kim LLP

2000 Powell Street, Suite 1400

Emeryville, California 94608

Telephone: (415) 421-7100

Facsimile: (415) 421-7105

Arby Aiwazian

Joanna Ghosh

Selena Matavosian

Lawyers for Justice, PC

450 N. Brand Blvd., Suite 900

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Claims Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Claims Administrator if you move or otherwise change your mailing address.

**[COMPLETE THIS FORM ONLY IF YOU
CHOOSE TO
DISPUTE THE WORK WEEKS IN THE CLASS NOTICE]**

“WORK MONTH OR PAY PERIOD DISPUTE FORM”

Loera vs Hirsch Pipe & Supply Co., Inc.
Superior Court of California, County of Orange, Lead Case No. 2020-01136571-CU-OE-CXC and consolidated PAGA Action 30-2020-01139894-CU-OE-CXC

INSTRUCTIONS: TO DISPUTE THE NUMBER OF WORK MONTHS OR PAY PERIODS CALCULATED FOR YOU AS PART OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM AND ALL SUPPORTING EVIDENCE BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+45 DAYS FROM MAILING]**, ADDRESSED TO THE SETTLEMENT ADMINISTRATOR AS FOLLOWS:

INSERT ADMINISTRATOR INFO

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____

STREET _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBERS:

Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM AND ALL SUPPORTING EVIDENCE POSTMARKED ON OR BEFORE
[DATE].**

I [insert your name] _____ wish to dispute the number of work weeks calculated for me as part of the settlement in the case of *Loera vs Hirsch Pipe & Supply Co., Inc.*, filed in the Superior Court of California, County of Orange, Case No. 2020-0113657-CU-OE-CXC and consolidated PAGA Action 30-2020-01139894-CU-OE-CXC. Based on the evidence submitted with this form, the correct number of work weeks is _____.

I arrived at the above number of workweeks by relying on the following information and/or documents (please attach any records which support your contention that you worked more work

months than those included in the Notice):

AND/OR

I [insert your name] _____ wish to dispute the number of pay periods calculated for me as part of the settlement in the case of *Loera vs Hirsch Pipe & Supply Co., Inc.*, filed in the Superior Court of California, County of Orange, Case No. 2020-0113657. Based on the evidence submitted with this form, the correct number of pay periods is _____.

I arrived at the above number of pay periods by relying on the following information and/or documents (please attach any records which support your contention that you worked more pay periods than those included in the Notice):

Please be advised the Court has approved the following method for resolving work month and/or pay period disputes:

The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [insert 45-day Response Deadline] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Claims Administrator via mail, email, or fax. You need to support your challenge by sending copies of pay stubs or other records. The Claims Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Claims Administrator, [Insert Name], shall notify counsel of the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Claims Administrator, as necessary. The Claims Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Claims Administrator will notify the dispute Class Member of the decision.

Signed: _____
Print Name: _____
Number _____

Date: _____
Last four digits of Social Security

OPT-OUT FORM
ONLY RETURN IF YOU DO NOT WISH TO BE INCLUDED IN THE CLASS.

Loera vs Hirsch Pipe & Supply Co., Inc.
Superior Court of California, County of Orange, Lead Case No. 2020-01136571-CU-OE-CXC and consolidated PAGA Action 30-2020-01139894-CU-OE-CXC

**IF YOU WISH TO OPT OUT OF THE CLASS, THIS DOCUMENT MUST BE
POSTMARKED NO LATER THAN [DATE]**

If You DO NOT want to be included in the Class, you must complete this form and mail it to:

Loera v. Hirsch Pipe & Supply Co., Inc.
c/o CPT Group
ADDRESS

The Court will exclude you from the Class if your request to excluded is postmarked by [DATE].

By my signature below, I confirm that I have received, read, and understood the notice of the *Loera vs Hirsch Pipe & Supply Co., Inc.* lawsuit. I understand that I cannot opt-out of the proposed Settlement as it pertains to the Private Attorneys General Act (“PAGA”) claims. However, I have decided to exclude myself from the settlement of the Class claims. I understand that by doing so, I will not receive any money or benefits from the class action claims even if the Plaintiff obtains them as a result of a Court ruling or from any settlement, except for any payment I may be entitled to under the PAGA portion of the Settlement.

I **DO NOT** want to participate in this class action lawsuit.

Signature

Printed Full Name

Mailing Address

Phone Number