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Attorneys for Plaintiff and the Class

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

JOHN NEVINS, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

NEIGHBORHOOD GARAGE DOOR
SERVICES, INC., a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. RIC2002958

[Assigned to the Hon. Harold W. Hopp,
Dept. 1]

**DECLARATION OF DENNIS S. HYUN
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 17, 2024
Time: 8:30 a.m.
Dept.: 1

Reservation No.: 768143336788

1 I, DENNIS S. HYUN, hereby declare and state as follows:

2 1. I have personal knowledge of the facts contained in this declaration, and if called
3 as a witness, could and would testify as to their accuracy.

4 2. I am an attorney admitted to practice in the State of California and I am a
5 shareholder in Hyun Legal, APC. I am one of the lawyers responsible for representing Plaintiff
6 John Nevins ("Plaintiff") in the above-captioned matter.

7 3. I am one of the primary attorneys on this matter. My qualifications are as
8 follows: I received my JD from Loyola Law School in 2002. I was named to the Dean's Honor
9 List from 2000-2002. During law school, I was a Senior Research Editor for Loyola
10 International & Comparative Law Review. I was also a research assistant for Professor
11 Levenson, an extern at the U.S. District Court for the Honorable Audrey B. Collins, and a clerk
12 at the U.S. Attorney's Office, Criminal Division. I also served as a summer law clerk at the
13 white-collar criminal defense firm, Lightfoot, Vandeveld, *et al.*, which became part of Crowell
14 & Moring LLP. Upon graduation from law school, I served as a research attorney in the Los
15 Angeles County Superior Court for the Hon. J. Stephen Czuleger, the Hon. Owen Lee Kwong,
16 the Hon. Laurie D. Zelon, and the Hon. Joanne B. O'Donnell. After my clerkship ended, I
17 practiced as a labor and employment associate for the next 8 years, including most recently as a
18 senior associate at Seyfarth Shaw LLP, as well as DLA Piper LLP (US), and Morgan, Lewis &
19 Bockius LLP. I am currently a shareholder in the law firm Hyun Legal, APC.

21 4. My primary practice has been employment law throughout my entire private
22 career. I have handled a number of wage and hour matters including class actions and individual
23 actions, on behalf of plaintiffs and defendants. I have a practice that encompasses cases in the
24 Orange County Superior Courts, the Los Angeles County Superior Courts, the San Diego County
25 Superior Courts, the United States District Courts for the Southern, Central, Northern and
26 Eastern Districts of California, the California Court of Appeal, and the Ninth Circuit.

27 5. I have served as Class Defense Counsel in a number of wage and hour class
28 actions, including but not limited to: *Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th

1 1129 (2012); *Chiu v. Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx);
2 *Hodge v. Aon Insurance*, Los Angeles Sup. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*,
3 Los Angeles Sup. Ct. Case No. BC 377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No.
4 CV10-08486 JAK (FFMx); *Marino v. BP West Coast Products*, Los Angeles Sup. Ct. Case No.
5 BC 357987; *McEntee v. Ryland Homes*, Los Angeles Sup. Ct. Case No. BC 390868; *McKinstry*
6 *v. Accenture*, C.D. Cal. Case No. SACV11-1335 DOC (ANx); *Munoz v. Decron Properties*, Los
7 Angeles Sup. Ct. Case No. BC387644; and *Rodriguez v. BP West Coast Products*, Los Angeles
8 Sup. Ct. Case No. BC 350736. As defense counsel, I have taken over 50 class member and
9 individual/representative plaintiff depositions. I have drafted class certification and
10 decertification papers, including in *Bradley*, which was initially affirmed by the Court of Appeal,
11 but reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

12
13 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour
14 class or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Sup. Ct. Case No.
15 BC470198; *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL);
16 *Bararsani v. Coldwell Banker*, Los Angeles Sup. Ct. Case No. BC495767; *Barreras v. Michaels*
17 *Stores, Inc.*, N.D. Cal. Case No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D. Cal. Case
18 No. 2:15-cv-07631-PSG-PJW; *Chatman v. RMI Int'l, Inc.*, Los Angeles Sup. Ct. Case No. BC
19 495755; *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC; *Dynabursky v.*
20 *AlliedBarton, LLC, et al.*, C.D. Cal. Case No. 8:12-cv-02210-JLS-RNB; *Gonzales v. Wells*
21 *Fargo Bank, N.A.*, Los Angeles Sup. Ct. Case No. BC502826; *Lao v. H&M Hennes & Mauritz*,
22 N.D. Cal. Case No. 5:16-cv-333 EJD; *Lee v. The Pep Boys Manny Moe & Jack of California*,
23 Los Angeles Sup. Ct. Case No. BC 496075; *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No.
24 5:17-cv-00062-LHK; *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
25 *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098; *Pace v.*
26 *PetSmart, Inc.*, C.D. Cal. Case No. SACV13-500 DOC; *Rodriguez v. NIKE Retail Services, Inc.*,
27 N.D. Cal. Case No. 5:14-CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case No. CV 14-
28 01352 MWF (PLAx) and *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-

294819-CU-OE-STK. Additionally, in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case No. 8:12-cv-02210-JLS-RNB, *Pace*, Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-CV-1508 BLF, *Stafford*, Case No. 14-01352 MWF (PLAx), *Gonzales*, Los Angeles Sup. Ct. Case No. BC502826, and *Magadia*, Case No. 5:17-cv-00062-LHK, I was certified as class counsel pursuant to the plaintiff's motion for class certification. Further, in *Stafford* and *Magadia*, we tried these certified class claims via bench trial and prevailed. In *Magadia*, we obtained a \$102 million judgment for the class against Walmart, which was reversed on appeal by the Ninth Circuit. Moreover, I have been approved as class counsel in connection with numerous class settlements.

7. On or about February 13, 2020, Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendant's violation of California Labor Code § 204, pursuant to the California Labor Code § 2699 *et seq.*, the Private Attorney General Act ("PAGA"). On or about February 26, 2020, Plaintiff provided written notice to the LWDA of the violations of Labor Code §§ 201-203, 510, 1194, 1197, 1197.1, and Wage Order No. 7-2001, regarding the failure to pay overtime and minimum wages for travel time beyond the ordinary commute. Attached hereto as Exhibits "A" and "B" are true and correct copies of the written notices submitted to the LWDA and Defendant pursuant to the PAGA.

8. On July 28, 2020, Plaintiff filed a Class Action Complaint for : (a) unpaid minimum wages for work-related travel; (b) unpaid overtime wages for work-related travel; (c) For violation of California Labor Code § 226; (d) violation of the Unfair Competition Law (the "UCL"), Business & Professions Code § 17200, *et seq.*; and (e) violations of the PAGA.

9. The Parties engaged in informal discovery, where Defendant provided Plaintiff with data which included the class members' dates of employment, average rates of pay, and the number of former employees. The Parties then engaged in negotiations between counsel. The Parties could not settle and thereafter agreed to engage in private mediation with well-respected mediator, Honorable William C. Pate (Ret.) on June 29, 2023. After independently analyzing and investigating the facts and law relevant to the Plaintiff's claims, the parties outlined their

1 respective positions in mediation briefs for Judge Pate. In advance of the mediation, the Parties
2 also discussed the basis of Plaintiff's legal claims under the asserted Labor Code sections and the
3 legal authorities for and against Plaintiff's theories of liability. Based on data provided by
4 Defendant, Plaintiff's counsel also calculated the maximum exposure in damages and penalties
5 in preparation for mediation. During the mediation, the Parties debated the strengths and
6 weaknesses of Plaintiff's claims and Defendant's defenses thereto and the scope of employees
7 whom Plaintiff could represent even if Plaintiff's legal claims had merit. Based on the data
8 provided, Plaintiff believes that the class could have obtained damages of approximately
9 \$318,017, plus PAGA penalties, which Plaintiff's counsel estimated as follows:

- 10 a. Plaintiff's counsel estimated the maximum exposure for underpaid wages
11 amounts to \$20,546.35 based on 30 minutes of overtime and minimum
12 wages per week. Plaintiff's counsel multiplied the workweeks worked by
13 each class member x 1.5x their hourly rate x 0.5 overtime per week for a
14 total of \$12,327.81. Plaintiff's counsel used the same formula, but used
15 their straight time rate for minimum wages for a total of \$8,218.54.
- 16 b. Plaintiff alleged that Defendant failed to provide compliant wage
17 statements because the wage statements failed to identify the applicable
18 rate of pay and hours for the alleged unpaid minimum and overtime
19 wages. Based on the data produced, Plaintiff estimated the maximum
20 exposure at \$88,226.00. The formula for Labor Code §226 penalties for
21 each class member is \$50 for the first pay period with a violation plus
22 \$100 for each subsequent pay period with a maximum of \$4,000.00.
- 23 c. The mediation data provided 51 terminated employees during the Class
24 Period. For each of these employees, Plaintiff estimated waiting time
25 penalties pursuant to Labor Code § 203 at \$209,245.40. The formula for
26 waiting time penalties for each class member is their final rate of pay X 8
27 hours X 30 days.
28

d. Assuming 100% liability, the derivative PAGA penalties amounted to \$201,200.00 for the claims alleged above using \$100 per pay period. Defendant paid employees on a biweekly basis and, therefore, Plaintiff's counsel divided the workweeks by ½ and multiplied the number of pay periods by \$400 (\$100 per alleged violation of overtime, minimum wages, untimely payment of wages and wage statements)

10. After a full day of mediation, the Parties were able to resolve this matter and executed the Memorandum of Understanding. The Parties subsequently memorialized all formal terms in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), a true and correct copy of which is attached hereto as Exhibit "C."

11. The number of class members as defined in the Settlement Agreement is estimated at 42 individuals. There are approximately 49 Aggrieved Employees. While the definition of the Class Period and PAGA Period are the same, and both Class Members and Aggrieved Employees are non-exempt service technicians, there are seven (7) more Aggrieved Employees than Class Members because these individuals were excluded from the Class as they were subject to a prior class action settlement, but they remain Aggrieved Employees, given that the prior settlement did not include a PAGA release.

12. Plaintiff believes that he can prevail at trial and be awarded the entire amount of the maximum exposure. Plaintiff's counsel, however, is also aware of the risks of losing on class certification. Indeed, Plaintiff's counsel lost class certification in a commute case against Chevron, in the case entitled, *Asad v. Chevron Stations, Inc.*, No. B259333, 2016 WL 4540076, at *1 (Cal. Ct. App. Aug. 31, 2016) While Plaintiff's counsel believes that the plaintiffs' commute claim should have been certified in *Asad*, the decision shows that losing on certification is a definite risk.

13. Plaintiff's counsel has also tried several class/PAGA cases to judgment. Plaintiff's counsel has lost some at trial and on appeal, such that there are definite risks in pursuing cases through trial and appeal. Defendant would have likely relied on these cases to

1 argue that trying an unpaid commute case presents individualized questions and/or convinced the
2 Court of Appeal to reverse. Thus, there was a possibility that Defendant may have prevailed on
3 class certification and/or on appeal, such that the class recovered nothing. Defendant would have
4 also argued that it maintained lawful compensation policies.

5 14. Likewise, with respect to waiting time penalties, Defendant contended that it
6 would not be subject to Section 203 penalties, based on a good faith defense since its policy was
7 compliant. With respect to wage statement liability, Defendant contended that liability under
8 Section 226(e) would be subject to additional defenses requiring proof of injuries resulting from
9 knowing and intentional violations. Moreover, there is a split in authority as to Section 226(e)
10 penalties and a recent decision held that an employer's good faith litigation of its affirmative
11 defenses may preclude a finding of knowing and intentional conduct to support 226 penalties.
12 *Naranjo v. Spectrum Security Serv.*, 2023 Cal. App. Lexis 143 (Feb. 27, 2023). Plaintiff's
13 counsel disagrees with *Naranjo* and believes that *Furry v. East Bay Publishing, LLC*, 30 Cal.
14 App. 5th 1072, 1085 (2018), and *Kao v. Holiday*, 12 Cal. App. 5th 947, 961-62 (2017) control,
15 which hold that an employer's good faith belief is not a defense. Nevertheless, this Court could
16 have followed *Naranjo*.

17 15. PAGA penalties are also subject to any good faith defenses that Defendant may
18 raise. Moreover, PAGA penalties are discretionary and subject to reduction by this Court.
19 Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA
20 penalties where "...if, based on the facts and circumstances of the particular case, to do
21 otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."
22 Indeed, courts have affirmed the reduction of PAGA penalties in the past. As shown in
23 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 517 (2018), the Court of Appeal affirmed
24 the trial court's reduction of PAGA penalties by 90 percent, citing the employer's good faith
25 attempt at complying with the law. Defendant argued that based on their compliant policies, that
26 the Court would not be inclined to impose maximum PAGA penalties based on their compliant
27 policies and good faith attempt to pay out any premiums that were due to class members.

28 16. While the Parties disagree on the application of the law to the facts, each Party

1 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
2 arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was
3 reasonable.

4 17. The total maximum exposure for class claims amounts to approximately
5 \$318,017.75. The total PAGA Penalties amounted to \$201,200.00. Based on the foregoing, total
6 settlement amount is 10.88% of the total class and PAGA penalties assuming no reduction at
7 100%. If the class claims were not dismissed, Plaintiff believes that the court could award the
8 full amount of damages for the unpaid wage claim in the amount of \$53,204.50. However, if the
9 Court were to reduce the PAGA penalties by 90% similar to *Carrington*, the PAGA penalties
10 exposure would amount to approximately \$20,120. Then, the Gross Settlement Amount is 22.9%
11 of the total exposure. However, applying a risk of 50% to the unpaid wages, and Sections 203
12 and 226 penalties due to the risks of class certification and Defendant's good faith defenses, the
13 total realistic exposure is \$159,008.88 in Labor Code damages and penalties, plus the 10%
14 realistic exposure of PAGA penalties, for a total of \$179,128.88. The Gross Settlement Amount
15 is 43.26% of this realistic exposure.

16 18. Based on the number of class members, which is estimated at 42, and the
17 estimated total cumulative workweeks worked during the Class Period of 539 workweeks, the
18 workweek value is estimated to be \$33.59 (the estimated Net Settlement Amount of \$18,104.17
19 divided by 539 total estimated workweeks). Each class member will receive a pro rata share of
20 the Net Settlement Amount by multiplying this workweek value by each individual class
21 member's total number of workweeks worked during the Class Period. Thus, each individual
22 Participating Class Member will receive between approximately \$33.59 (one workweek) and
23 \$1,477.96 (forty-four workweeks). The average number of workweeks worked by class
24 members is estimated to be eleven workweeks and, thus, the average estimated recovery per
25 class member is \$369.49. In addition, there are seven Aggrieved Employees that are not Class
26 Members, for an estimated total of 49 Aggrieved Employees. The total number of workweeks
27 worked during the PAGA Period by the Aggrieved Employees is estimated to be 919
28 workweeks. The PAGA workweek value is estimated to be \$2.13 (\$1,937.50 [the Aggrieved

1 Employee Portion of the PAGA Payment] divided by 919 workweeks). Each Aggrieved
2 Employee will receive a pro rata share of the portion of the Aggrieved Employee Portion of the
3 PAGA Payment by multiplying the PAGA workweek value by each individual Aggrieved
4 Employee's total number of workweeks worked during the PAGA Period. Thus, each individual
5 Aggrieved Employee will receive between approximately \$2.13 (one workweek) and \$132.06
6 (sixty-two workweeks). The average number of workweeks worked by Aggrieved Employees is
7 estimated to be nineteen workweeks, and thus the average estimated recovery per Aggrieved
8 Employee is \$40.47.

9 19. Plaintiff believes that sending the funds to the unclaimed funds is superior to
10 redistribution to class members that cashed their checks because the class members that either
11 had their checks lost in the mail or otherwise did not deposit their checks within 180 days will
12 still have an opportunity to receive their settlement funds beyond the 180 days. In Plaintiff
13 counsel's experience, there have been occasions where class members have contacted Plaintiff's
14 counsel after the 180-day expiration to claim their settlement proceeds, and because the funds
15 were sent to the State Controller's office (or being held in trust by the settlement administrator
16 per the direction of the State Controller), the class members were able to receive their settlement
17 funds.

18 20. Plaintiff's Counsel will be splitting the approved fees as follows: 50% to Hyun
19 Legal, APC; and 50% to the Polaris Law Group, which Plaintiff previously authorized in writing.

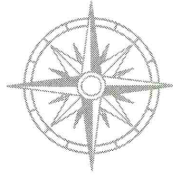
20 21. On February 14, 2024, I uploaded the Settlement Agreement, the Motion for
21 Preliminary Approval, and the Proposed Order on the LWDA's website.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on February 14, 2024, at Los Angeles, California.

25
26 
27 _____
28 DENNIS S. HYUN

EXHIBIT “A”



Direct Dial: (831) 531-4214
Email: bill@polarislawgroup.com

February 13, 2020

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Neighborhood Garage Door Services, Inc.
15445 RED HILL AVE STE D
TUSTIN CA 92780

***Filed With The LWDA Online and Sent to Neighborhood Garage Door Services, Inc.
Via Certified U.S. Mail***

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5

Pursuant to California Labor Code §§2699, 2699.3, 2699.5 aggrieved employee, John Francis Nevins IV, hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by Neighborhood Garage Door Services, Inc. ("the employer".) The employer has engaged in the following violations against John Francis Nevins IV and all similarly aggrieved employees.

**Failure To Pay Employees Within The Allowable Amount Of Time
Under Labor Section 204**

The employer violated Labor Code § 204 by paying its employees in time periods that exceed the allowable amount of time under Labor Code section 204. More specifically, the employer paid its employees on a bi-weekly basis. Pursuant to Labor Code section 204(d), all earned wages by employees must be paid out by the seventh (7th) day following the closing of the pay period. However, the employer did not pay its employees until more than seven days elapsed after the close of the pay period. For example:

- For the pay period beginning on July 7, 2019, and ending on July 21, 2019, the aggrieved employee was not paid until August 2, 2019.

Letter to Labor and Workforce Development Agency
February 13, 2020
Page Two

- For the pay period beginning on July 22, 2019, and ending on August 4, 2019, the aggrieved employee was not paid until August 16, 2019.

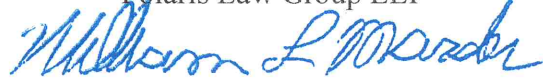
This violation applies to employee and all similarly aggrieved employees.

Statutes Violated

The above described conduct is in violation of Labor Code §§ 204, 210, and 2699 and the applicable California Industrial Welfare Commission Wage Order.

Very truly yours,

Polaris Law Group LLP



William L. Marder

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

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7019 1640 0002 1086 1039
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U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.55
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☐ Return Receipt (hardcopy) \$ 2.85
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☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage \$ 6.50
Total Postage and Fees \$ 10.90

Sent To: Neighborhood Garage Door Services Inc.
Street and Apt. No., or PO Box No. 15445 Red Hill Ave Ste D
City, State, ZIP+4® Tustin CA 92780

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Neighborhood Garage Door Services Inc.
15445 Red Hill Ave Ste D
Tustin CA 92780



9590 9402 4226 8121 3309 23

2. Article Number (Transfer from service label)

7019 1640 0002 1086 1039

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

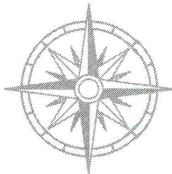
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT “B”



Direct Dial: (831) 531-4214
Email: bill@polarislawgroup.com

February 26, 2020

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Neighborhood Garage Door Services, Inc.
15445 RED HILL AVE STE D
TUSTIN CA 92780

***Filed With The LWDA Online and Sent to Neighborhood Garage Door Services, Inc.
Via Certified U.S. Mail***

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5
Case No. LWDA-CM-772855-20

This letter serves to supplement the notice submitted to the Labor Workforce Development Agency (the "LWDA") on February 13, 2020. In addition to the violations of Labor Code § 204 asserted therein, John Francis Nevins IV, hereby notifies you of the additional labor law violations and facts and circumstances giving rise to them, committed by Neighborhood Garage Door Services, Inc. ("the employer".) The employer has engaged in the following violations against John Francis Nevins IV and all similarly aggrieved employees.

**Failure To Pay Employees Minimum and Overtime Wages for Time
Spent Beyond Ordinary Commute**

The employer violated Labor Code §§ 510, 1194, 1197, 1197.1, and Wage Order No. 7-2001 by not paying its Mr. Nevins and other similarly aggrieved non-exempt employees minimum and overtime wages for time spent traveling/commuting from worksites which were beyond their normal commutes. For example, with respect to Mr. Nevins, the office is 10 miles from his home. Nevertheless, Mr. Nevins had to work at sites which were sometimes 40 miles or more from his home. Mr. Nevins was not paid any minimum and/or overtime wages for this excess commute time. Therefore, the employer violated Labor Code §§ 510, 1194, 1197, 1197.1, and Wage Order No. 7-2001 as Mr. Nevins and all similarly aggrieved non-exempt employees who were required to travel to work sites outside of the office.

This violation applies to employee and all similarly aggrieved employees.

Statutes Violated

The above described conduct is in violation of Labor Code §§ 510, 1194, 1197, 1197.1, and 2699, and Wage Order No. 7-2001 and the applicable California Industrial Welfare Commission Wage Order.

Very truly yours,

Polaris Law Group LLP


William L. Marder

EXHIBIT “C”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff John Nevins (“Plaintiff”) and defendant Neighborhood Garage Door Services, Inc. (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Complaint that was filed in California state court and any amendments thereto, which is currently captioned *John Nevins v. Neighborhood Garage Door Services, Inc.*, Case No. RIC 2002958 pending in Superior Court of the State of California, County of Riverside.
- B. “Aggrieved Employee” means all individuals employed by Defendant Neighborhood Garage Door Services, Inc. in California as non-exempt service technician employees and who worked at least one hour during the PAGA Period.
- C. “Aggrieved Employee Portion” means the 25% allocation to Aggrieved Employees of the PAGA Penalty, or \$1,937.50.
- D. “Class” means all individuals employed by Defendant Neighborhood Garage Door Services, Inc. in California as non-exempt service technician employees and who worked at least one hour during the Class Period. Individuals employed by Defendant who worked at least one hour during the Class Period, but who have Previously Released Class Claims (defined herein at Section I(AA)), and who terminated their employment with Defendant on or before December 30, 2019, are excluded from the Class. Those individuals excluded from the Class on this basis remain Aggrieved Employees and will receive their pro rata portion of the Aggrieved Employee Portion of the PAGA Penalty. The parties stipulate to class certification for settlement purposes only.
- E. “Class Counsel” means Polaris Law Group and Hyun Legal, APC.
- F. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with this Action.
- G. “Class and PAGA Data” means, for each Class Member and/or Aggrieved Employee, data that Defendant will in good faith compile from its available records and provide to the Settlement Administrator confidentially with his or her name; last-known mailing address; Social Security number; his or her number of

workweeks worked during the Class Period as a Class Member; his or her number of workweeks worked during the PAGA Period as an Aggrieved Employee.

- H. “Class Member” is a member of the Class.
- I. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated herein by reference.
- J. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth in Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- K. “Class Period” means the period of time from March 30, 2019 to Preliminary Approval.
- L. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event he was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
- M. “Court” means the Superior Court of California, County of Riverside.
- N. “Defendant’s Counsel” means Mattheus E. Stephens of Littler Mendelson, P.C.
- O. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement by returning the Request for Exclusion Form attached to the Class Notice.
- Q. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, or an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered).
 - 2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “Gross Settlement Amount” means Seventy-Seven-Thousand-Five-Hundred Dollars (\$77,500.00) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment contemplated in this resolution as set forth in this Agreement, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount shall be paid within sixty (60) days of the Final Approval hearing. It shall not be a breach of this Agreement if the deposit is made after the Settlement Administrator provides its Form W-9 and establishes the settlement fund as required.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount as finally determined less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement. However, Aggrieved Employees shall not be entitled to opt-out from the PAGA Release and shall receive their share of the Aggrieved Employee Portion regardless of whether they opt-out of the class settlement.
- W. “PAGA Payment” means the penalties allocated for alleged violations of the Private Attorneys General Act (the “PAGA”), which is \$7,750.00, 75% shall be paid to the Labor Workforce Development Agency (the “LWDA”), or \$5,812.50, and 25% shall be paid on a pro rata basis to Aggrieved Employees as the Aggrieved Employee Portion, or \$1,937.50.
- X. “PAGA Period” means the period of time from March 30, 2019 to Preliminary Approval.
- Y. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Z. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

- AA. “Previously Released Class Claims” means those claims which the Parties agree completely overlap with the claims asserted in the Action and which were previously released by individuals employed by Defendant in California as non-exempt service technician employees for the time period June 29, 2015 through and including December 30, 2019.
- BB. “Released Parties” means Defendant, including its agents, officers, directors, and employees.
- CC. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- DD. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The parties have mutually agreed to ILYM Group, Inc. as the Settlement Administrator for this Action, subject to Court approval.
- EE. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On July 28, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside. The Plaintiff asserted claims that Defendant:
1. For unpaid minimum wages for work-related travel;
 2. For unpaid overtime wages for work-related travel;
 3. For violation of California Labor Code § 226;
 4. For violation of California Business & Professions Code § 17200 et seq.; and,
 5. For violations of California Labor Code § 2698 under PAGA.
- B. On September 24, 2020, Defendant filed an Answer denying all claims and causes of action.
- C. On June 29, 2023, the Parties participated in mediation presided over by Judge William C. Pate (Ret.), a respected jurist and mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action which resulted in the execution of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff, the Class, or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff, the Class, or the Aggrieved Employees on those claims or any other claims, nor as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Seventy-Seven-Thousand-Five-Hundred Dollars (\$77,500.00). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount shall be paid within sixty (60) days of receipt of the court order granting Final Approval of this Settlement.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as finally determined based upon the total workweeks:
1. **To Plaintiff:** In addition to the Settlement Share, Plaintiff will apply to the Court for an award of not more than \$7,500.00 as a Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of up to, but not more than, \$7,500.00 to Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment for less than the amount set forth above to the Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiff with respect to the payment. To receive the payment the Plaintiff agrees to a Civil Code § 1542 waiver and a general release of all claims as set forth herein below.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than one-third of the Gross Settlement Amount, which is currently estimated at \$25,833.33, as their Class Counsel Fees Payment and an amount not more than \$15,000.00 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose the request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than one-third of the Gross Settlement Amount for fees and \$15,000.00 for costs, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than one-third of the Gross Settlement Amount for fees, or \$15,000.00 for costs, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made payable to Polaris Law Group and Hyun Legal, APC.
3. **To LWDA and Aggrieved Employees.** The Parties will seek approval from the Court for a PAGA Payment of \$7,750.00 out of the Gross Settlement Amount, which shall be allocated \$5,812.50 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$1,937.50 allocated to the Aggrieved Employee Portion to be distributed to Aggrieved Employees. If the Court approves a PAGA Payment of less than \$7,750.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$5,250.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$5,250.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Aggrieved Employee Portion of the PAGA Payment and From the Net Settlement Amount.** The Aggrieved Employee Portion of the PAGA Payment and the Net Settlement Amount as finally determined as described in this Agreement shall be made as follows:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net

Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.

2. **Calculation of Settlement Share.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of qualifying workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's total number of qualifying workweeks worked during the Class Period.
3. **Withholdings from Settlement Share.**
 - a. One-Fifth of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid from the Gross Settlement Amount.
 - b. Four-Fifths of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
4. **Aggrieved Employee Portion of PAGA Payment.** Aggrieved Employees shall be paid their proportionate share of the Aggrieved Employee Portion by (a) calculating the total number of workweeks worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's total number of workweeks worked during the PAGA Period. 100% of each Aggrieved Employee's payment shall be classified as penalties not subject to withholdings and reported on an IRS Form 1099.
5. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares. There shall be no Class Members who opt-out of the PAGA Release. All Class Members shall receive their *pro rata* share of the Aggrieved Employee Portion funds regardless of whether they opt out of the class settlement.
6. **Class Size Modification.** At the time of mediation, Defendant represented that the Class consisted of an estimated total of 54 Class Members who collectively worked approximately 820 workweeks during the Class Period.

However, the Parties understand that this estimate was overinclusive in that it included individuals who released claims through prior settlements and that the actual size of the Class and the number of workweeks at issue was likely smaller. As such, Defendant will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the Class Members and workweeks worked by Class Members during the Class Period. The Gross Settlement Amount will increase proportionally with added workweeks if either number is more than 10% of the estimates stated herein.

- D. **Appointment of Settlement Administrator.** The Parties have mutually agreed to ask the Court to appoint ILYM Group, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement.**

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final

Approval Hearing, and approving the Class Notice, along with the Request for Exclusion and Objection Forms (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution. The Motion for Preliminary Approval shall be filed notwithstanding any new legal developments regarding the claims being litigated in the Action.

- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.

- 2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice, Request for Exclusion and Objection Forms completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member’s Settlement Share) as follows:

- a. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing the Class and PAGA Data. If any or all of the Class and PAGA Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class and PAGA Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant’s express written authorization or by order of the Court. All Class and PAGA Data will be used for settlement notification and settlement administration, and shall not be used for any other purpose by Class Counsel.

- b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class and PAGA Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class and PAGA Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note, for its own records, and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit a completed Objection Form to the Settlement Administrator, not later than 45 days after the Settlement Administrator mails the Class Notice Packets. A Participating Class Member who does not submit an Objection Form by the deadline specified above will still be able to appear at the final approval hearing and orally object to the Settlement. Alternatively, a Participating Class Member who submits an Objection Form need not attend the Final Approval Hearing personally and/or through counsel to have the objection considered.

Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number or workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b. **Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Unless otherwise ordered by the Court, Class Counsel shall include their request for attorneys' fees and costs in the motion for final approval. The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment must submit to the Settlement Administrator as set forth in the Objection Form. A Participating Class Member who does not submit an Objection Form and/or orally object to the Settlement at the final approval hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Non-Participating Class Members shall have no ability to object to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must complete a Request for Exclusion Form which must be postmarked not later than 45 days after the Settlement Administrator mails the Class Notice Packets. If a question is raised about the authenticity of a signed Request for Exclusion Form, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Request for Exclusion Form in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit a Request for Exclusion Form shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

Subsection III.E.3.c shall not apply to the PAGA Payment and Release as no Class Members may opt-out of the PAGA Settlement and Release; all Class Members must participate and will receive their *pro rata* share of the PAGA Settlement Funds regardless of whether they elect to opt-out of the class settlement.

- d. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If ten percent (10%) or more of the Class Members timely submit valid Requests for Exclusions, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any

obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date Defendant exercises the right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.
6. **Additional Briefing and Final Approval.**
 - a. Not later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Plaintiff's Service Payment, and payment of the Settlement Administration Expenses.
 - b. If any opposition is filed, then not later than 5 court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses; and Plaintiff and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and its respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members, the definitions of the Class Members, or the definition of the Class Period), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. In the event that the terms or conditions of the Parties' Settlement Agreement are materially modified by any court, any party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Settlement Agreement null and void. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Within sixty (60) days of the Court granting Final Approval Defendant shall pay the Settlement Administrator \$77,500.00 and Defendant's share of employer-side payroll taxes. No funds shall be paid out by the Settlement Administrator until after the Effective Date occurs. The Gross Settlement Amount will be distributed within thirty (30) days after the Effective Date, the Settlement Administrator will proportionally pay to Participating Class Members, their Settlement Shares and their share of the PAGA award; to Plaintiff, the Class Representative Service Payments; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, the Settlement Administration Expenses.
10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 90 days after its last re-mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a notice informing him or her that unless the check is cashed in the next 90 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 90-day period after this notice, the funds from such uncashed checks will be paid to the California State Controller, Unclaimed Property Division, to be held in the name of the Participating Class Member and/or Aggrieved Employee.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** As of the date the Judgment becomes Final, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Defendant and the other Released Parties.
 - a. "Released Class Claims" are any and all claims based on the factual allegations contained in the Complaint, *i.e.*, claims for unpaid minimum and overtime wages arising from work-related travel hours

beyond the ordinary commute, and associated penalties for violations of Labor Code §§ 201-203 and 226, arising from said unpaid minimum and overtime wages or those which could have been alleged based on the facts asserted in the Complaint.

2. **Aggrieved Employees.** As of the date the Judgment becomes Final, Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any Aggrieved Employees' claim for wages or damages.
3. **Plaintiff.** As of the date the Judgment becomes Final, Plaintiff hereby fully and finally releases Defendant and the other Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to his work with Defendant ("Plaintiff's Released Claims"). This release excludes only the release of claims not permitted by law.
4. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to those Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

5. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and

attorneys' fees and expenses against Defendant arising from or related to the Action.

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members.
- I. **Miscellaneous Terms.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption,

concession, indication or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against the Defendant or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant's Counsel the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214

Facsimile: 831.634.0333
E-Mail: bill@polarislawgroup.com

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
E-mail: dhyun@hyunlegal.com

To Defendant:

Mattheus E. Stephens
Littler Mendelson, P.C.
550 W. C Street, Suite 900
San Diego, CA 92101
Tel.: (619) 515-1808
Fax: (619) 923-3355
E-Mail: mstephens@littler.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign) or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of this action shall be stayed and the time to bring this action to trial shall be extended pending the outcome of the settlement process.

[AGREEMENT CONTINUES ON NEXT PAGE]

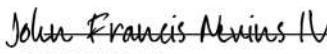
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement. If an action is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: January ²³____, 2024

John Nevins

DocuSigned by:

7033DBB7CF18449...

Dated: January ____ , 2024

Neighborhood Garage Door Services, Inc.

By: _____
Gina Viegas

Dated: January ²³____, 2024

POLARIS LAW GROUP

By: _____

William Marder
Attorneys for Plaintiff

Dated: January ____ , 2024

Littler Mendelson, P.C.

By: _____
Mattheus E. Stephens
Attorney for Defendant

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement. If an action is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: January __, 2024

John Nevins

Dated: January 23, 2024

Neighborhood Garage Door Services, Inc.

By: _____

Gina Viegas

Dated: January __, 2024

POLARIS LAW GROUP

By: _____

William Marder
Attorneys for Plaintiff

Dated: January 23, 2024

Littler Mendelson, P.C.

By: _____

Matheus E. Stephens
Attorney for Defendant

EXHIBIT A

[NOTICE PACKET]

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

This is a Notice of Settlement for the Class Action titled:
John Nevins v. Neighborhood Garage Door Services, Inc.
Superior Court of California, County of Riverside,
Case No. RIC 2002958

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS ACTION SETTLEMENT.**

To: All individuals employed by Defendant Neighborhood Garage Door Services, Inc. in California as hourly paid service technician employees and who worked at least one hour from March 30, 2019, through [date of Preliminary Approval], and who do not meet both of the following conditions: (1) have Previously Released Class Claims (defined below); and (2) terminated their employment with Defendant on or before December 30, 2019 (“Class Members”).

All individuals employed by Defendant Neighborhood Garage Door Services, Inc. in California as hourly paid service technician employees and who worked at least one hour from March 30, 2019, through [date of Preliminary Approval] (“Aggrieved Employees”).

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class/representative action lawsuit.

WHY IT IS IMPORTANT TO READ THIS NOTICE

Judge Harold W. Hopp of the Riverside County Superior Court (the “Court”) has preliminarily approved a class action settlement (the “Settlement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *John Nevins v. Neighborhood Garage Door Services, Inc.*, Riverside Superior Court Case No. RIC 2002958 (the “Action”). The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing.

The Settlement affects all persons who were previously employed by Neighborhood Garage Door Services, Inc. (“Defendant”) in California as hourly paid service technician employees and who worked at least one hour from March 30, 2019, through [date of Preliminary Approval] (the “Class Period” and the “PAGA Period”).

“Previously Released Class Claims” means those claims which overlap with the claims asserted in the Action and which were previously released by individuals employed by Defendant in California as hourly paid service technician employees for the time period June 29, 2015 through and including December 30, 2019. Individuals employed by Defendant who worked at least one hour during the Class Period, but who have Previously Released Class Claims, and who terminated

their employment with Defendant on or before December 30, 2019, are excluded from the Class. Individuals employed by Defendant who worked at least one hour during the Class Period, but who have Previously Released Class Claims, will have their workweeks worked during the Class period reduced by any workweeks included in Previously Released Class Claims. Those individuals excluded from the Class on this basis remain Aggrieved Employees and will receive their pro rata portion of the Aggrieved Employee Portion (defined below) of the PAGA Penalty (defined below).

You have received this Notice of Settlement because Defendant's records show that you are a Class Member and/or an Aggrieved Employee.

This Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Notice of Settlement") provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.***

WHAT THIS ACTION AND SETTLEMENT IS ABOUT

A class action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff John Nevins ("Nevins" or "Plaintiff") is a former hourly paid service technician who worked for Neighborhood Garage Door Services, Inc. from approximately July 1, 2019, through January 20, 2020. (Complaint, Paragraph 8.) Nevins filed a complaint against Neighborhood Garage Door Services, Inc. on July 28, 2020, alleging putative class action claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Violation of Labor Code section 226; (4) Unfair Business Practices (Violations of California Business and Professions Code section 17200); and (5) Violation of Labor Code section 2698 (the Labor Code Private Attorneys General Act of 2004, or the "PAGA"). The PAGA is a California law that permits an employee to step into the shoes of the State of California and sue for violations of the California Labor Code. The PAGA permits a plaintiff to seek penalties on behalf of the State and other similarly "Aggrieved Employees." 75% of the recovered penalties must go to the State and 25% is divided between Aggrieved Employees. Plaintiff seeks to represent himself as well as all other hourly paid service technician employees who worked for Defendant in California during the Class Period and the PAGA Period.

Defendant believes Plaintiff's claims are without merit and denies all of the allegations of wrongdoing and liability. Defendant contends it has complied with the California Labor Code and all other applicable laws. Defendant believes, however, that further litigation would be protracted, burdensome, and expensive. Defendant has already devoted substantial time, energy, and resources to defending this litigation, and unless there is a settlement, that situation will continue. In light of this, Defendant believes the Settlement is the best way to resolve the litigation while minimizing further burden and expenditures.

This Settlement is not an admission of any wrongdoing by Defendant or an indication that Defendant violated any law. The Court did not decide in favor of Plaintiff or Defendant. The

Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. There was no trial. Instead, both sides agreed to a no-fault resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members to receive payments from the Settlement as specified below.

Plaintiff and his attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

THE TERMS OF THE SETTLEMENT

I. The Gross Settlement Amount

The total maximum value of the Settlement (i.e., the “Gross Settlement Amount”) is Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00), which is the maximum value Defendant will provide in order to settle the Action. With the exception of employer-side payroll taxes, the Gross Settlement Amount shall constitute the entire consideration provided by Defendant pursuant to the Settlement and Defendant will not be required to pay any amount above the Gross Settlement Amount in connection with this Settlement. This is an “all-in” non-reversionary Settlement, and no Class Member will be required to submit a claim to participate in the Settlement.

II. Distribution of the Monetary Portion of the Gross Settlement Amount

The Gross Settlement Amount (\$77,500.00) will be used to pay: (1) Settlement Shares to Participating Class Members as calculated and described below; (2) the PAGA Payment (defined below); (3) Class Counsel’s Fees (as specified below); (4) Class Counsel’s Litigation Expenses (as specified below); (5) Settlement Administration Costs (as specified below); (6) the Class Representative Service Payment to Plaintiff Nevins (as specified below); and (7) employee-side taxes for the wage component of Settlement Share payments to Participating Class Members.

The Gross Settlement Amount will be distributed as follows:

PAGA Payment: The Court has preliminarily approved a PAGA Payment of \$7,750.00 to be allocated \$5,812.50 to the Labor Workforce Development Agency (the “LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement, and 25% of the PAGA Payment, or \$1,937.50 for distribution to Aggrieved Employees. If the Court ultimately approves a PAGA Payment of less than \$7,750.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

Class Counsel’s Fees Payment and Litigation Expenses Payment: The Court has preliminarily approved payment of attorney’s fees and litigation costs to Plaintiff’s counsel (“Class Counsel”) as follows: up to one-third of the Gross Settlement Amount, or \$25,833.33 for attorney’s fees (the “Class Counsel Fees Payment”), and actual litigation costs of up to \$15,000 (the “Class Counsel Litigation Expenses Payment”). The Class Counsel Fees Payment and Litigation Expenses Payment are subject to final approval from the Court. Any attorneys’ fees or litigation costs not

awarded by the Court will be added to the Net Settlement Amount (defined below) and distributed to Participating Class Members.

Plaintiff's Class Representative Service Payment: The Court has preliminarily approved payment a service payment to Nevins (i.e., payment for service as a named Plaintiff and in consideration of his agreeing to a general release of claims) in an amount not to exceed \$7,500.00 ("Class Representative Service Payment"). Any Class Representative Service Payment not awarded by the Court will be added to the Net Settlement Amount (defined below) and distributed to Participating Class Members.

Costs of Administration: The Court has approved ILYM Group, Inc. (the "Settlement Administrator") to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$5,250.00. The cost of administration will be paid entirely from the Gross Settlement Amount. Any Settlement Administration Expenses not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Settlement Amount (defined below) and will be distributed to Participating Class Members.

Net Settlement Amount: The Net Settlement Amount is the Gross Settlement Amount (i.e., \$77,500.00), less the amounts allotted to: (1) the PAGA Payment (up to \$7,750.00); (2) the Class Counsel Fees Payment (up to \$25,833.33.00), (3) the Class Counsel Litigation Expenses Payment (in an amount to be approved by the Court) not to exceed \$15,000.00, (4) the Class Representative Service Payment for Plaintiff (up to \$7,500), and (5) Settlement Administration Costs (up to \$5,250.00).

Tax Issues: Each Settlement Share (defined below) shall be allocated between taxable and non-taxable consideration as follows: One-Fifth of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid from the Gross Settlement Amount. Four-Fifths of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. 100% of each Aggrieved Employee's payment shall be classified as penalties not subject to withholdings and reported on an IRS Form 1099.

Uncashed Checks: Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member's or Aggrieved Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. All unclaimed funds after the 180-day deadline shall be sent to the California Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee.

III. Class Settlement Share Payments and PAGA Payments

Participating Class Members—i.e., all Class Members who are deemed to participate and receive an Individual Settlement Amount and who do not opt-out of the settlement by submitting timely and valid Requests for Exclusion as explained in the "Option 2: Request Exclusion from the

Settlement” section below—will receive a Settlement Share. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under the PAGA, and the Aggrieved Employee will receive their Aggrieved Employee Portion even if he or she submits a valid Request for Exclusion.

Settlement Share Payment Calculation for Participating Class Members: Participating Class Members will receive Settlement Share payments after the Court issues a Final Approval Order and the Settlement becomes final and binding with no possibility of an appeal or further appeal (i.e., the “Effective Date” of the Settlement is reached). The Settlement Administrator will calculate the Settlement Share for each Participating Class Member by (a) dividing the Net Settlement Amount by the total number of qualifying workweeks (workweeks not previously released) worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member’s total number of qualifying workweeks worked during the Class Period. The Settlement Share payments will be reduced by any required withholdings for the amounts allocated to alleged lost wages or as otherwise required by law.

Based on data known at the time of settlement, the total number of Class Members is approximately 42 and they worked approximately 539 qualifying workweeks during the Class Period. Thus, *for example*, if the Net Settlement Amount fund is approximately \$16,166.67 (assuming the Court awards the maximum amounts requested for the PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, the Class Representative Service Payment, and Settlement Administration Expenses and without accounting for employer-side taxes that are not yet calculable), then the value of a single workweek during the Class Period would be estimated at approximately \$29.99 per workweek (i.e., $\$16,166.67 \div 539$ estimated total workweeks). The number of qualifying workweeks worked by Class Members during the Class Period ranges from 1 to 44, and thus the estimated range of recovery is \$29.99 to \$1319.56.

Aggrieved Employee Portion Payments from the PAGA Payment for Aggrieved Employees: Aggrieved Employees will receive Aggrieved Employee Portion payments from the portion of the PAGA Payment allocated to be distributed to Aggrieved Employees. Aggrieved Employees shall be paid their proportionate share of the Aggrieved Employee Portion by (a) calculating the total number of workweeks worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s total number of workweeks worked during the PAGA Period. 100% of each Aggrieved Employee’s payment shall be classified as penalties not subject to withholdings and reported on an IRS Form 1099.

Based on data known at the time of settlement, the total number of Aggrieved Employees is approximately 49 and they worked approximately 919 workweeks during the PAGA Period. Thus, *for example*, if the Aggrieved Employee Portion is approximately \$1,937.50 (assuming the Court awards the amount requested), then the value of a single workweek during the PAGA Period would be estimated at approximately \$2.11 per workweek (i.e., $\$1,937.50 \div 919$ estimated total workweeks). The number of workweeks worked by Aggrieved Employees during the PAGA Period ranges from 1 to 62, and thus the estimated range of recovery is \$2.11 to \$130.82.

Based on Defendant’s records, you worked qualifying workweeks (e.g., workweeks not previously released) during the Class Period. Your estimated Settlement Share payment if you do

not opt out and the Settlement receives final approval is estimated to be approximately \$ [REDACTED] minus any legally required withholdings.

Based on Defendant's records, you worked [REDACTED] workweeks during the PAGA Period. Accordingly, your estimated Aggrieved Employee Portion of the PAGA Payment is approximately \$ [REDACTED].

You may dispute your workweeks worked during the Class Period pr PAGA Period if you feel they are incorrect by timely submitting evidence to the Settlement Administrator (contact information below) prior to **[Response Deadline Date]**.

IV. Release of Claims by Participating Class Members

Unless you request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against Defendant and other Released Parties (defined below) regarding the "Released Class Claims" in this Settlement. Further information about, and the definition of, the Released Class Claims is provided below.

A. Released Parties

As of the Effective Date (as defined in the Settlement Agreement), any Class Member who has not excluded herself/himself from the Settlement (*i.e.*, submitted a timely Request for Exclusion) will release Defendant and the Released Parties from the Released Claims (defined below) for the time period from March 30, 2019, through **[the date the judgment becomes final]**. The "Released Parties" means Defendant Neighborhood Garage Door Services, Inc., including its agents, officers, directors, and employees.

B. Releases

Class Member Released Claims:

As of the date the Judgment becomes Final, Plaintiff and each Participating Class Member will completely release and discharge the Released Parties from the Released Class Claims. The Released Class Claims include any and all claims based on the factual allegations contained in the Complaint, *i.e.*, claims for unpaid minimum and overtime wages arising from work-related travel hours beyond the ordinary commute, and associated penalties for violations of Labor Code sections 201-203 and 226, arising from said unpaid minimum and overtime wages or those which could have been alleged based on the facts asserted in the Complaint.

Class Members who do not opt out (*i.e.*, submit a timely Request for Exclusion as explained below) will release the Released Class Claims for the time period from March 30, 2019, through **[the date the Judgment becomes final]**.

Plaintiff and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on any and all of the Released Class Claims.

Aggrieved Employee Released Claims:

As of the date the Judgment becomes Final, Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA for the time period from March 30, 2019, through **[the date the Judgment becomes final]**. Plaintiff does not release any Aggrieved Employees' claim for wages or damages.

Plaintiff Nevin's Complete and General Release:

Plaintiff Nevins only is agreeing to a Complete and General Release of all claims as part of this Settlement and as consideration for his Service Payment specified above.

SUMMARY OF YOUR OPTIONS REGARDING THIS CLASS ACTION SETTLEMENT

I. First Option: Do Nothing and Receive a Settlement Share Payment if the Settlement Becomes Final and Binding

You do not need to do anything to participate in this Settlement. If the Settlement becomes binding and you do nothing, you will receive a Settlement Share payment. The amount of the Settlement Share will be calculated based on the applicable Settlement Share calculation described above that applies to you. If you do nothing, you will also be releasing all Released Class Claims as explained in the "Release of Claims by Participating Class Members" section above.

II. Second Option: Request Exclusion from the Settlement

If you do not wish to participate in the Settlement for any reason, you must submit a written letter, called a "Request for Exclusion," to the Settlement Administrator. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the PAGA Payment and will be bound by the release of PAGA claims regardless of whether they opt out of the class action portion of the settlement.

To be valid, the Request for Exclusion must be completed on the Request for Exclusion Form enclosed herewith and must: (1) contain your full name, address, telephone number, and the last four digits of your social security number; (2) be hand signed by the person requesting exclusion; and (3) checking the box to the left of the following statement:

"I do not want to participate in the settlement in NEVINS V. NEIGHBORHOOD GARAGE DOOR SERVICES, INC. Case No. RIC2002958. I understand by not participating and excluding myself from the settlement, that I will not receive my class Settlement Share. I will still receive my portion of the PAGA Penalty/Aggrieved Employee Portion."

To be timely and effective, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below on or before [Date] (the “Response Deadline”). Requests for Exclusion postmarked after this date may be disregarded.

Nevins v. Neighborhood Garage Door Services, Inc. Class Action

c/o _____

[INSERT ADMINISTRATOR ADDRESS]

[INSERT ADMINISTRATOR PHONE NUMBER]

Any Class Members who submit a timely and valid Request for Exclusion will NOT receive any money from the Settlement and will not be bound by the terms of the Settlement or the Class Member Released Claims. Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal, or comment on the Settlement.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive a Settlement Share payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

III. Third Option: Object to the Settlement

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Released Class Claims for the time period from March 30, 2019, through **[the date the Judgment becomes final]**, and you will still receive a Settlement Share payment as described above.

The Parties request that, if possible, Class Members with objections submit a written Notice of Objection (as detailed below) in advance of the Final Approval Hearing so that the Parties are prepared to address any specific concerns that are raised at or before the hearing. However, Class Members are not required to submit a written Notice of Objection in advance of the Final Approval Hearing and may appear at the hearing to object without providing any prior written notice or objection to the parties or the Court. If Class Members appear at the Final Approval Hearing to object without submitting a timely Notice of Objection in advance, the parties may, but are not required to, request additional time from the Court to inquire into any objection(s) first raised at the hearing and/or to provide further briefing/evidence to assist in the Court’s evaluation of the objection.

You can object to the Settlement by informing the Settlement Administrator, in writing, of your objection (“Notice of Objection”), which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection must either be completed on the Notice of Objection Form enclosed herewith, or must otherwise be in writing, and must include: (1) the full name, (2) address, (3) telephone number, (4) dates of employment with Defendant (or your best estimate), (5) the case name and number (included at the top of this Notice above), (6) the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, (7) if the Objecting Class Member is represented by counsel, the name and address of his/her/their counsel.

If any Objecting Class Member wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Class Member's written submission should include a request to be heard for the Court's consideration.

The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence it files with the Court prior to the Final Approval Hearing. Any Class Member who files an objection must not opt out and will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding.

Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement.

NEXT STEPS

I. The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] .m. in the Superior Court of the State of California, County of Riverside, Department 1, 4050 Main Street, Riverside, CA 92501, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Plaintiff's Class Representative Service Payment, Settlement Administration Costs, Settlement Share payments to Participating Class Members, and the PAGA Payment.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date with Class Counsel if they intend to appear at the Final Approval Hearing.

II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

Nevins v. Neighborhood Garage Door Services, Inc. Class Action
c/o [REDACTED]
[INSERT ADMINISTRATOR ADDRESS]
[ADMINISTRATOR PHONE NUMBER]

The full Settlement Agreement was filed in the Superior Court of the State of California, Riverside County, Department 10, 4050 Main Street, Riverside, CA 92501 on [INSERT DATE] as Exhibit "[REDACTED]" to the Declaration of [INSERT NAME] in Support of [INSERT TITLE OF PLEADING]. A copy of the full Settlement Agreement can be obtained through the Riverside Superior Court. Additional information is available at www.riverside.courts.ca.gov.

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above.

You may also contact Class Counsel with any questions at:

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333
E-Mail: bill@polarislawgroup.com

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
E-mail: dhyun@hyunlegal.com

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, NEIGHBORHOOD GARAGE DOOR SERVICES, INC. OR NEIGHBORHOOD GARAGE DOOR SERVICES, INC.'S ATTORNEYS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

REQUEST FOR EXCLUSION FORM

NEVINS V. NEIGHBORHOOD GARAGE DOOR SERVICES, INC.

Case No. RIC2002958

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE INSERT DATE, 2024, TO: INSERT SETTLEMENT ADMINISTRATOR INFORMATION.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM. HOWEVER, YOU WILL STILL RECEIVE YOUR PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASED CLAIMS AS AN AGGRIEVED EMPLOYEE.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the settlement in NEVINS V. NEIGHBORHOOD GARAGE DOOR SERVICES, INC. Case No. RIC2002958

I understand by not participating and excluding myself from the settlement, that I will not receive my class Settlement Share. I will still receive my portion of the PAGA Penalty/Aggrieved Employee Portion.

Executed on _____, 2024

Signature: _____

OBJECTION FORM

NEVINS V. NEIGHBORHOOD GARAGE DOOR SERVICES, INC.

Case No. RIC2002958

TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE, 2024, TO: **INSERT SETTLEMENT ADMINISTRATOR INFORMATION**.**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.

I object to the settlement for the following reasons:

Executed on _____, 2024

Signature: _____

EXHIBIT B

[[Proposed] Preliminary Approval Order]

William L. Marder, Cal Bar No. 170131
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Hollister, California 95023
Telephone: 831.531.4214
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515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

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

JOHN NEVINS, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

NEIGHBORHOOD GARAGE DOOR
SERVICES, INC., a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. RIC2002958

[Assigned to the Hon. Harold W. Hopp,
Dept. 1]

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

Date: _____, 2024

Time: 8:30 a.m.

Dept.: 1

Reservation No.:

1 On July 28, 2020, Plaintiff John Nevins (“Plaintiff”) filed a putative class action
2 Complaint in Riverside County Superior Court (Case No. RIC2002958) on behalf of himself and
3 all similarly situated individuals against Defendant Neighborhood Garage Door Services, Inc.
4 (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”). In the Complaint, Plaintiff
5 asserts the following causes of action:

- 6 1. For unpaid minimum wages for work-related travel;
- 7 2. For unpaid overtime wages for work-related travel;
- 8 3. For violation of California Labor Code § 226;
- 9 4. For violation of California Business & Professions Code § 17200 et seq.;
10 and,
- 11 5. For violations of California Labor Code § 2698 under the Private
12 Attorneys General Act (the “PAGA”).

13 Plaintiff now seeks approval of a settlement between the Parties.

14 After engaging in informal discovery, obtaining the putative class members’ data and
15 performing a damage analysis, the Parties engaged in a full day mediation with mediator Hon.
16 William Pate (Ret.) which ultimately resulted in a settlement.

17 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the
18 Court on [insert date]. A hearing was held before this Court on [insert date].

19 The Court has considered the Class Action and PAGA Settlement Agreement (the
20 “Agreement”), the Class Notice and all other papers filed in this action.

21 NOW THEREFORE, IT IS HEREBY ORDERED:

22
23 1. All defined terms contained herein shall have the same meanings as set forth in
24 the Agreement;

25 2. The Class Representative and Defendant, through their counsel of record in the
26 Action, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
27 a whole;

28 3. The Court hereby conditionally certifies the following Class for settlement

1 purposes only:

2 All individuals employed by Defendant Neighborhood Garage Door Services, Inc.
3 in California as non-exempt service technician employees and who worked at
4 least one hour at any time from March 30, 2019 to Preliminary Approval.

5 (Settlement Agreement ¶¶ I(D), (K)).

6 Should for whatever reason the Agreement and Judgment not become Final, the fact that
7 the parties were willing to stipulate to certification of a class as part of the Settlement Agreement
8 shall have no bearing on, or be admissible in connection with, the issue of whether a class should
9 be certified in a non-settlement context, as to any action between the Class Representative and
10 Defendant.

11 4. The Court appoints and designates: (a) Plaintiff John Nevins as the Class
12 Representative and (b) Dennis S. Hyun of Hyun Legal, APC, and William L. Marder of Polaris
13 Law Group, LLP, as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
14 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
15 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms.
16 Any Class Member may enter an appearance through his or her own counsel at such Class
17 Member's own expense. Any Class Member who does not enter an appearance or appear on his
18 or her own behalf will be represented by Class Counsel.

19 5. The Court hereby approves the terms and conditions provided for in the
20 Settlement Agreement.

21 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
22 Settlement Amount in the amount of \$77,500.00, which is to be distributed as follows: out of the
23 Gross Settlement Amount, (a) up to \$7,500.00 is to be paid to the Class Representative for his
24 services to the Class; (b) a total of up to \$25,833.33 shall be paid to Class Counsel for attorneys'
25 fees and up to \$15,000.00 reimbursement of actual costs incurred; (c) the Settlement
26 Administrator shall be paid for its fees and costs relating to the settlement administration process
27 in the amount up to \$5,250.00; and (d) \$7,750.00 as PAGA penalties, which shall be allocated
28

1 \$5,812.50 to the LWDA as the LWDA's share of the settlement of civil penalties paid under this
2 Agreement pursuant to the PAGA, and \$1,937.50 to be distributed to Aggrieved Employees.

3 7. The Court finds that on a preliminary basis the Agreement appears to be within
4 the range of reasonableness of a settlement, Class Representative service award, Class Counsel
5 fees and costs, the settlement administration fees, and the allocation of payments to Participating
6 Class Members, that could ultimately be given final approval by this Court. It appears to the
7 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all
8 potential Class Members when balanced against the probable outcome of further litigation
9 relating to liability and damages issues. It also appears that extensive and costly investigation,
10 research, and court proceedings have been conducted so that counsel for the parties are able to
11 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
12 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that
13 would be presented by the further prosecution of the Litigation. It also appears that settlement
14 has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

15 8. A hearing (the "Final Approval Hearing") shall be held before this Court on
16 _____, at 8:30 a.m. in Department 1 of the Superior Court of the
17 State of California, County of Riverside to determine all necessary matters concerning the
18 Settlement Agreement, including whether the proposed settlement of the action on the terms and
19 conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should
20 be finally approved by the Court and whether a Judgment, as provided in the Settlement
21 Agreement, should be entered herein. At this same time, a hearing on Class Counsel's motion
22 for attorneys' fees and reimbursement of litigation costs and the Class Representative's service
23 award shall also be held.
24

25 9. The Court hereby approves, as to form and content, the Class Notice Packet
26 (which includes the Class Notice, Request for Exclusion Form, and Objection Form) that are
27 attached as Exhibits A, B, and C to this Order.

28 10. The Court appoints and designates ILYM Group, Inc. as the Settlement

1 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
2 Class Notice, Request for Exclusion Form and Objection Form within thirty-five (35) calendar
3 days of the Preliminary Approval Order using the procedures set forth in the Settlement
4 Agreement. The Settlement Administrator is further ordered to file with the Court a declaration
5 with copies of any exclusions or objections it received to the proposed settlement concurrently
6 with the filing of the Motion for Final Approval of the Settlement.

7 11. Any Class Member may choose to opt out of and be excluded from the settlement
8 as provided in the Settlement Agreement and Class Notice and by using the Request for
9 Exclusion Form or by following the instructions for requesting exclusion. Any person who
10 timely and properly opts out of the settlement will not be bound by the Settlement Agreement or
11 have any right to object, appeal, or comment thereon. Any Request for Exclusion must be in
12 writing and signed by each such Class Member opting out and must otherwise comply with the
13 requirements delineated in the and Class Notice. Any Request for Exclusion must be sent to the
14 Settlement Administrator and not filed with the Court. Class Members who have not requested
15 exclusion by submitting a valid and timely Request for Exclusion Form, by the deadline set forth
16 in the Request for Exclusion Form, shall be bound by all determinations of the Court, the
17 Settlement Agreement, and Judgment.

18 12. Any Class Member may object to and/ or express his or her views regarding the
19 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
20 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to
21 the Settlement Administrator. Any Class Member must make his or her objection in the manner
22 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent
23 to the Settlement Administrator and not filed with the court. Any Class Member that serves a
24 proper written objection does not need to appear at the Motion for Final Approval for that Class
25 Member's objection to be considered. Class Counsel will provide notice to any objecting party
26 of any continuance of the hearing of the Motion for Final Approval by first class mail.
27

28 13. Defendant must exercise any right it may have to terminate the Settlement.

1 Agreement by no later than seven (7) days after the Settlement Administrator notifies the Parties
2 of the number of valid Elections Not to Participate in Settlement it has received.

3 14. The Motion for Final Approval shall be filed by the Class Representative no later
4 than sixteen (16) court days before the Final Approval Hearing.

5 15. The Court reserves the right to adjourn or continue the date of the Final Approval
6 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
7 continued, Class Counsel will provide notice to any objecting party of any continuance of the
8 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
9 consider all further applications arising out of or connected with the Settlement Agreement.

10 IT IS SO ORDERED.

11
12 DATED: _____

13 _____
14 Honorable Harold W. Hopp
15 Judge of the Superior Court
16
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28

EXHIBIT C

[[Proposed] Final Approval Order]

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Attorneys for Plaintiff and the Class

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

JOHN NEVINS, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

NEIGHBORHOOD GARAGE DOOR
SERVICES, INC., a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. RIC2002958

[Assigned to the Hon. Harold W. Hopp,
Dept. 1]

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

Date: _____, 2024

Time: 8:30 a.m.

Dept.: 1

Reservation No.:

1 This matter having come before this Court for hearing on _____, at 8:30
2 a.m. on Plaintiff John Nevins' ("Named Plaintiff") unopposed Motion for Final Approval of
3 Class and PAGA Settlement, as set forth in the Class Action and PAGA Settlement Agreement
4 ("Agreement") with Defendant Neighborhood Garage Door Services, Inc. ("Defendant")
5 (Plaintiff and Defendant collectively, the "Parties"), pursuant to the Order Granting Preliminary
6 Approval of Class Action Settlement and Setting Final Approval Hearing ("Preliminary
7 Approval Order"), adequate notice having been given as required in said Order, and the Court
8 having considered all papers filed and proceedings had herein, and good cause appearing
9 therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Named Plaintiff and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of \$77,500.00 and the terms set
13 forth in the Parties' Agreement are fair, reasonable, and adequate. The Agreement is hereby
14 incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
16 them in the Agreement and Class Notice Packet ("Class Notice").

17 The Court has determined that the Class Notice provided to Class Members pursuant to
18 the Preliminary Approval Order fully and accurately informed all Class Members of the material
19 elements of the proposed Settlement, constituted the best notice practicable under the
20 circumstances, and constituted valid, due and sufficient notice to all Class Members.

21 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
22 reasonable and adequate in all respects, determines that the Settlement was made in good faith
23 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
24 accordance with the terms of the Settlement Agreement. The Court further finds that the
25 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
26 thoroughly and adequately investigated the claims and became familiar with the strengths and
27 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
28 and the assistance of an experienced mediator in the settlement process, among other factors,

1 support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The
2 amounts agreed to be paid by Defendant, including the individual Settlement Shares to be paid to
3 Participating Class Members as provided for by the Agreement, are fair and reasonable under the
4 facts of this case.

5 The Court hereby grants final approval of attorneys' fees in the amount of \$25,833.33
6 that will be paid as follows: (1) Hyun Legal, APC in the amount of \$12,916.67; and (2) Polaris
7 Law Group in the amount of \$12,916.67.

8 The Court hereby grants final approval of attorneys' costs in the amount of
9 \$_____ to Class Counsel that will be paid as follows: (1) Hyun Legal, APC in the
10 amount of \$_____; and (2) Polaris Law Group, P.C. in the amount of \$_____.

11 The Court hereby grants final approval of an enhancement award in the amount of
12 \$7,500.00 to Named Plaintiff, in addition to his share of the Settlement Share as a Participating
13 Class Member, for his time and effort serving as the Class Representative.

14 The Court also hereby grants final approval of the PAGA payment in the amount of
15 \$7,750.00 with 75% or \$5,812.50 to be paid to the Labor Workplace Development Agency and
16 25% or \$1,937.50 to be paid to the Aggrieved Employees as the Aggrieved Employee Portion.

17 The Court also hereby approves payment of \$5,250.00 to ILYM Group, Inc., the
18 appointed Settlement Administrator, for the services it has rendered and will render in
19 administering the Settlement as described more fully in the Settlement Agreement.

20 The Court hereby finds that the Class Notice and all related documents have been mailed
21 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
22 adequately described the terms of the proposed Settlement Agreement, the manner in which
23 Class Members could object to or participate in the Settlement, and the manner in which Class
24 Members could opt out of the Class; was the best notice practicable under the circumstances;
25 was valid, due and sufficient notice to all Class Members; and complied fully with California
26 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
27 full and fair opportunity has been afforded to Class Members to participate in the proceedings
28 convened to determine whether the proposed Settlement Agreement should be given final

1 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
2 timely and proper request to be excluded from the Settlement are bound by this Order.

3 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
4 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
5 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
6 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
7 involvement of an experienced mediator, and all Settlement Class Members, and confers a
8 significant financial benefit to the Class commensurate with the likely recovery if Named
9 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
10 Settlement Agreement is consistent with public policy, and fully complies with all applicable
11 provisions of law, including the provisions of California Code of Civil Procedure section 382
12 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
13 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
14 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
15 respective positions rather than the result of a finding of liability at trial all support the Court's
16 decision granting final approval. The following factors also support the decision granting final
17 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
18 attaining and maintaining class action status throughout the proceedings; and the extent of
19 discovery completed and the stage of the proceedings.

20 The reaction of the Class Members to the proposed Settlement further supports the
21 Court's decision granting final approval. There are _____ requests for exclusion from
22 the Settlement submitted by _____. These individuals shall not be
23 subject to the release provided by Participating Class Members. However, these three
24 individuals will still be subject to the Aggrieved Employees' release and shall also receive their
25 share of the Aggrieved Employee Portion. Also, there are ____ objections submitted to the
26 Settlement.

27 ILYM shall calculate and administer from the Settlement Amount the following, all of
28 which shall be deducted from the \$77,500.00 Gross Settlement Amount: Settlement Shares to be

1 made to the Participating Class Members; Attorney's Fees and Expenses Payment to Class
2 Counsel; and Enhancement Payment to the Named Plaintiff. A total of \$ _____ will be
3 distributed to the Settlement Class Members, which the Court hereby fully and finally approves.
4 ILYM is hereby directed to mail the Settlement Shares in envelopes that bear the notation,
5 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions
6 in furtherance of the settlement administration as specified in the Settlement Agreement.

7 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
8 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
9 made a part of this Order as though fully set forth herein. As more specifically set forth in the
10 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
11 Settlement, Named Plaintiff waive and release the Released Claims as set forth in the Settlement
12 Agreement, which are barred pursuant to this Order and Judgment.

13 By means of this Final Approval Order, final judgment is entered, as defined in section
14 577 of the California Code of Civil Procedure, binding each Participating Class Member and
15 operating as a full release and discharge of Released Class Claims. All rights to appeal this
16 Order or the Judgment have been waived except as specifically permitted in the Agreement.

17 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
18 obligations under the Settlement or under this Order.

19 Participating Class Members shall have one-hundred eighty (180) days from the date of
20 issuance of the check to negotiate the check. If (i) any of the class members are current
21 employees of the defendant, (ii) the distribution mailed to those employees is returned to the
22 administrator as being undeliverable, and (iii) the administrator is unable to locate a valid
23 mailing address, the administrator shall arrange with the defendant to have those distributions
24 delivered to the employees at their place of employment.

25 The funds from any checks returned as undeliverable, and any checks not negotiated
26 within 180 days, shall be transmitted California State Controller's office in the name of the class
27 member.

28 A compliance hearing is set for 8:30 a.m. on _____, for a Nonappearance

1 Hearing in Department 1 of the above-referenced Court. At least five (5) court days prior to the
2 compliance hearing, the Settlement Administrator will provide declaration to the Court that shall
3 describes (i) the date the checks were mailed, (ii) the total number of checks mailed to class
4 members, (iii) the average amount of those checks, (iv) the number of checks that remain
5 uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed
6 checks, and (vii) the nature and date of the disposition of those unclaimed funds.

7 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
8 and continuing jurisdiction over the action and the Parties for purposes of supervising the
9 implementation, enforcement, construction, administration and effectuation of the Settlement
10 Agreement.

11 The Parties and ILYM are hereby ordered to implement and comply with the terms of the
12 Settlement Agreement. Notice of entry of this Order and Judgment shall be given by Class
13 Counsel on behalf of Named Plaintiff and all Settlement Class Members by posting a copy on the
14 Settlement Administrator's website. ILYM will provide the following notation on check stubs
15 mailed to class members "The Judgment was entered on _____ and you can
16 view a copy of the judgment at [https://www.phoenixclassaction.com/class-action-](https://www.phoenixclassaction.com/class-action-lawsuits/judgments/)
17 [lawsuits/judgments/](https://www.phoenixclassaction.com/class-action-lawsuits/judgments/)".

18 IT IS SO ORDERED AND ADJUDGED.

19
20
21 DATED: _____

Honorable Harold W. Hopp
Judge of the Superior Court