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Attorneys for Plaintiff, ADRIANA HUERTA and
MARIA SANCHEZ on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ADRIANA HUERTA and MARIA SANCHEZ
on behalf of themselves and all others similarly
situated

Plaintiffs,

vs.

PRO-TECH DESIGN & MANUFACTURING,
INC. a California corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. 19STCV36380
Assigned For All Purposes To:
Judge: Lawrence P. Riff
Dept.: 7

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 15, 2023
Time: 10:30 a.m.
Dept.: 7

DECLARATION OF JAMES R. HAWKINS

I, JAMES R. HAWKINS, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins APLC. I am one of the attorneys of record for Plaintiffs Adriana Huerta and Maria Sanchez (hereinafter referred to as “Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On October 5, 2020, Plaintiff Adriana Huerta initiated this action in the Superior Court for the County of Los Angeles on behalf of herself and all others similarly situated, styled *Huerta et al. v. Pro Tech Design & Manufacturing*, Case No. 19STCV36380. The Complaint asserts causes of action for; (1) failure to pay lawful wages including overtime wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to pay timely wages; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; and (6) violations of the unfair competition law (Bus. & Prof. Code § 17200 *et seq.*) (the “Huerta Class and PAGA Action” or “Huerta Action”).

3. On February 3, 2020, Adriana Huerta and Maria Sanchez filed a First Amended Complaint, adding Maria Sanchez as a named Plaintiff. On that same date, Maria Sanchez provided notice to the Labor and Workforce Development Agency (“LWDA”) of Plaintiffs’ intent to pursue Defendant for all civil penalties arising from Defendant’s alleged failure to, inter alia, pay all wages earned including failure to provide proper rest periods and meal breaks, failure to provide accurate wage statements to Plaintiffs and other similarly situated aggrieved employees.

4. On March 18, 2022, Plaintiffs filed a Second Amended Complaint, which included one additional cause of action for violations of the Private Attorney General Act (Labor Code § 2699 *et seq.*).

5. Throughout this litigation, Defendant (hereinafter “Defendant” or “Pro Tech”) has denied Plaintiffs’ allegations and raised defenses to their claims, individually and on a

1 representative basis. Defendant maintains that its employment policies and practices meet the
2 requirements of the Labor Code and applicable Wage Orders.

3 6. To date, no motion for class certification has been filed, no class has been
4 certified and the Court has not made any findings that Pro Tech engaged in any wrongdoing or in
5 violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

6 7. Through formal and informal discovery, Plaintiffs and Pro Tech have exchanged
7 extensive documents and information related to the claims asserted. Defendant has produced
8 thousands of pages of information, including timecard records and wage reports of putative class
9 members.

10 8. Defendant also provided Plaintiffs with class data and random samples of time
11 records, wage statements, information regarding the number of non-exempt employees during
12 the relevant time period.

13 9. After conducting formal and informal discovery, exchanging relevant information
14 and engaging in numerous discussions regarding the claims alleged, on February 23, 2022, the
15 Plaintiffs in the Huerta Action and Defendant participated in a private mediation with Hon.
16 Ronald Sabraw (Ret.), an experienced wage and hour class action mediator. During the course of
17 the mediation, the parties exchanged further information and documentation concerning
18 Plaintiffs' claims and Pro Tech's defenses thereto, and aggressively advocated for their
19 respective positions; however, they did not reach a settlement.

20 10. After the mediation, the parties continued in settlement negotiations, with the
21 assistance of the mediator. On June 13, 2022, the Plaintiffs in the Huerta Action and Defendant
22 attended a second mediation which also did not result in a settlement at the conclusion of the
23 mediation. However, the parties continued to engage in settlement discussions with the
24 assistance of the mediation and, after several months, reached a settlement in principle of this
25 Action. Thereafter, the Parties exchanged multiple drafts of the proposed settlement agreement
26 and class notice documents and engaged in communications regarding the settlement terms.

1 11. The final terms and provisions of the settlement agreement were approved and
2 executed by all the parties on or about February 7, 2023. (A true and correct copy of the Class
3 and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as Exhibit A.)

4 12. Based on their own respective independent investigations and evaluations and
5 after taking into account the sharply disputed factual and legal issues involved in this matter, the
6 risks attending further prosecution in light of certification issues faced due to the *Brinker Rest.*
7 *Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 (“*Brinker*”) decision, the discovery and
8 investigation conducted to date, Plaintiffs and their counsel are of the opinion that settlement for
9 the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
10 adequate and is in the best interests of the named Plaintiffs and Class Members.

11 13. I have a great deal of experience in wage and hour class action litigation. I have
12 obtained certification of several classes, I have been approved as class counsel in many other
13 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
14 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
15 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

16 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
17 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages
18 for meal period and rest periods and resultant penalties. Class Notice pending.

19 b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT-
20 Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
21 classification of insurance claims adjusters employed by Gallagher Bassett, a third-party
22 administrator (TPA) in the State of California. Certification granted. Plaintiffs’ counsel co-lead
23 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

24 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
25 04554. Wage and Hour Class Action case seeking past wages for “off the clock”, overtime and
26 meal and rest break violations for production workers in the State of California. Plaintiff’s
27 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and
28 funds fully distributed.

1 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
2 Wage and Hour Class Action case seeking past wages for meal and rest period violations for
3 retail employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case
4 settled, Final Approval granted, no objections and funds fully distributed.

5 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
6 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period
7 violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead
8 Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

9 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
10 County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages
11 for overtime, meal and rest break violations for driver employees in the State of California.
12 Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award
13 confirmed. Plaintiff's counsel, lead trial counsel and class counsel.

14 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
15 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime,
16 meal and rest breaks violations for production employees in the State of California. Plaintiff's
17 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
18 fully distributed.

19 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
20 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for
21 overtime, meal and rest break violations for production employees in the State of California.
22 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
23 objections and funds fully distributed.

24 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
25 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
26 rest break violations for restaurant employees in the State of California. Plaintiff's counsel
27 appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.
28

1 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
2 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and
3 rest break violations for security officers in the State of California. Plaintiff's counsel appointed
4 as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
5 distributed.

6 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
7 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past
8 wages for meal and rest break violations for security officers employed by defendant in the State
9 of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and
10 funds fully distributed.

11 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
12 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and
13 rest break violations for housekeepers employed by defendant in the State of California.
14 Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no
15 objections and funds fully distributed.

16 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
17 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest
18 period violations for non-exempt employees employed by defendant in the state of California.
19 Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for
20 Lead Counsel.

21 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
22 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field
23 and branch employees of defendant in the State of California. Plaintiff's counsel appointed as
24 lead counsel. Case settled and awaiting Final Approval.

25 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
26 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of
27 defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
28 Final Approval granted, no objections and funds fully distributed.

1 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
2 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break
3 violations for security guards employed by defendant in the State of California. Plaintiff's
4 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
5 fully distributed.

6 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
7 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break
8 violations for production employees employed by defendant in the State of California. Plaintiff
9 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
10 fully distributed.

11 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
12 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break
13 violations for restaurant employees employed by defendant in the State of California. Plaintiff's
14 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and
15 funds fully distributed.

16 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No.
17 BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification
18 of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's
19 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and
20 funds fully distributed.

21 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case
22 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break
23 violations for retail employees employed by defendant in the State of California. Plaintiff's
24 counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds
25 fully distributed.

26 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
27 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification
28

1 of managers employed by Defendant in the State of California. Plaintiff's counsel appointed
2 lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

3 *v. Davila, et al. v. Beckman Coulter, Inc., et al.,* Orange County Superior Court,
4 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and
5 rest break violations for production workers employed by defendant in the State of California.
6 Plaintiff's counsel appointed lead counsel. Case settled; final approval granted; no objections
7 and funds fully distributed.

8 *w. Perez v. Naked Juice Company of Glendora, Inc.,* Los Angeles Superior Court,
9 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and
10 rest period violations for production employees employed by defendant in the State of California.
11 Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
12 and funds fully distributed.

13 14. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida Bar
14 since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
15 specialized in employment related litigation including complex wage and hour civil litigation
16 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 40 wage and hour class
17 action litigations for our firm and has produced excellent results for this firm's clients in the
18 wage and hour class actions.

19 15. Mr. Dacre, also my co-counsel on this matter, has been practicing law in
20 California since 1997 and joined the James Hawkins, APLC law firm in February 2022, and now
21 exclusively litigates plaintiff-related wage and hour class action cases. He has been involved in
22 litigating, mediating and settling numerous wage and hour class actions dealing with class sizes
23 ranging from several hundred to several thousand class members in both State and Federal
24 courts.

25 16. Ms. Fernandez and Mr. Dacre have been and currently are, co-counsel in over 50
26 wage and hour class actions for our firm and have produced excellent results for this firm's
27 clients in the wage and hour class actions
28

1 17. Pro Tech denies Plaintiffs' allegations and maintains that Class Members were
2 provided with the opportunity to take all meal and rest periods to which they were entitled. Pro
3 Tech also maintained that Plaintiffs' claims were improper for class treatment.

4 18. Based on documents and information produced by Defendant in discovery, in
5 preparation for mediation and during settlement negotiations, Plaintiffs's counsel estimated a
6 maximum potential liability as follows:

7 a. Failure to Pay Wages for All Hours Worked

8 Plaintiffs' claim for failure to pay wages for all hours worked is based on allegations that
9 they and Class Members were required to clock in prior to the official start of their shift and
10 complete certain tasks for which they did not receive compensation. Plaintiffs further allege that
11 Defendant unlawfully rounded time clock punches to the detriment of its non-exempt employees.
12 Specifically, during the liability period, Pro Tech implemented a bell system in which bell rings
13 to indicate the start of the shift, meal and rest breaks and end of shift. Plaintiffs and Class
14 Members are required to clock in an estimated ten (10) minutes before the start of their shifts and
15 be ready to work by the start of first bell. Plaintiffs further allege that Defendant implemented a
16 timekeeping policy and practice which rounded their clock in time to reflect the official start of
17 the shift. Plaintiffs contend that due to Defendant's time clock rounding policy, they and Class
18 Members were not paid for the time spent under the direction and control of Defendant and
19 working "off the clock" prior to the official start of their shift; thus resulting in a failure by
20 Defendant to pay all lawful wages owed.

21 Defendant adamantly disputes Plaintiffs' allegations that employees were required to
22 perform any work "off the clock" prior to the start of their shifts and claimed that Plaintiffs
23 lacked evidence of any "off the clock" work. Defendant also asserts that this claim would be
24 difficult to certify given the predominance of the individualized inquiry as to the whether, and to
25 what extent, each Class Member performed work "off the clock." (*Id.*) Defendant further
26 disputes Plaintiffs' time clock rounding claim and assert that it's time clock rounding policy is
27 fair and neutral and thus lawful under California law.

28 From the records provided, and based on Defendant's representation, Plaintiffs

1 understood the average hourly rate of pay to be approximately \$14.00. During the Class Period,
2 Class Members worked a collective total of approximately 33,833 workweeks and 142,099
3 shifts. The workweeks and work shifts amounts include those pertaining to the 41 current and 30
4 former class members to whom Defendant paid individual settlement amounts after this law suit
5 was filed. Out of this total approximate workweek amount, there is an estimated 106,000 shifts
6 are over eight (8) hours. Plaintiffs calculated the estimated, potential maximum value for the
7 failure to pay lawful wages claim based on an allocated 10 minutes of underpaid overtime per
8 shift as \$2,355,227 ($\$21 \text{ hourly overtime rate} \times 16 \times 106,000 = \$356,150$). Taking into
9 consideration the nature of the claim and Defendant's defenses thereto including the inability to
10 establish the violation with respect to all of the Class Members, this claim was valued in the 40%
11 to 30% violation rate and thus between an estimated maximum of \$142,460 and \$106,845 for
12 purposes of settlement.

13 b. Meal Period Claim

14 The meal period violation claim is based primarily on allegations that Pro Tech failed to
15 provide an uninterrupted thirty (30) minute meal break by the end of the fifth hour and failed to
16 pay putative Class Members, one hour of pay at their regular rate of compensation for each
17 workday that a meal period was not lawfully provided. Specifically, due requirements,
18 Defendant's policies and practices, Plaintiffs allege that they and Class Members routinely
19 worked in excess of five hours without being provided a compliant thirty-minute meal break. By
20 way of example, the aforementioned bell system Pro Tech used to signal the start and end of the
21 meal break. Plaintiffs allege that when the bell rang signaling the start of the meal period, they
22 and Class Members stopped working and walked towards the on-site break room. Plaintiffs and
23 Class Members, who worked in the clean room and had to don gear, had to also doff the same
24 gear when the meal break bell rang and then walk towards the break room. When the bell rang
25 signaling the end of the 30-minute meal period, employees were already making their way back
26 to their work areas. Plaintiffs allege that, due to the time that it took to walk to and from the
27 break room, including the time it took to doff the protective gear for the clean room employees,
28

1 Pro Tech disputes Plaintiffs' rest break claim and contends that Class Members were
2 allowed to take ten minute rest periods and that the bell system did not preclude non-exempt
3 employees from taking compliant rest breaks. The maximum estimated liability for the rest break
4 claim, based on a 100% violation is \$1,989,386 (142,099 shifts x \$14.00) which assumes a rest
5 break violation during every work shift. Taking into consideration the nature of the claim,
6 Defendant's defenses and certification issues faced due to Brinker, for purposes of settlement,
7 the rest break claim was valued between an estimated maximum of \$198,938.6 (10%) and \$0.

8 d. Failure to Time Pay Wages

9 With respect to Lab. Code §203 claim, there were an estimated total of 89 former Class
10 Members to whom this claim applied. The estimated maximum potential liability was
11 determined to be \$307,022 based on the following: The estimated average daily pay rate of
12 \$112.00 for Class Members x 30 days= \$3,360 x 89 Class Members = \$299,040

13 Defendant once again defends that no unpaid wages are owed as Defendant did not fail to
14 pay the correct wages. Defendant further contends that its actions were not willful as required
15 for penalties to issue and that, thus, waiting time penalties cannot be awarded. For purposes of
16 settlement negotiations, said claim was valued between \$119,616 (40%) and \$89,712 20(30%).

17 e. Failure to Provide Accurate Itemized Wage Statements

18 Plaintiffs contend that Class Members are entitled to recover penalties for Defendant's
19 alleged failure to issue compliant wage statements under Lab. Code § 226 (e) for the derivative
20 impact of the failure to pay all wages owed in connection with alleged unpaid wages, failure to
21 pay meal period premiums, and failure to pay rest period premiums. Under Lab. Code § 226 (e),
22 an employee suffering "injury as a result of a knowing and intentional failure by an employer" to
23 provide accurate wage statements is entitled to \$50 for the initial violation and \$100 for each
24 subsequent violation up to \$4,000.

25 Per information provided by Defendant, Plaintiffs believe there were 127 Class Members
26 working during the relevant time period. Thus, if a calculation is performed using the maximum
27 exposure permitted per Class Member under Labor Code section 226 (e), this amounts to a
28 maximum exposure for Defendant of \$508,000 (127 Class Members x \$4,000 penalties).

1 they and Class Members were provided meal break that were less than thirty minutes during each
2 of their shifts.

3 Nonetheless, Defendant automatically deducted 30 minutes from the Plaintiffs and Class
4 Members' compensable time during their work shifts. In sum, Plaintiffs allege that Pro-Tech is
5 liable for failing to provide compliant meal periods to Plaintiffs and Class Members and for
6 failing to pay one (1) hour of the employee's regular rate of compensation in lieu thereof.

7 Defendant denies Plaintiffs' allegations and maintains that they and Class Members were
8 provided with the opportunity to take full, 30-minute meal periods to which they were entitled as
9 per compliant company policies. Further, Defendant adamantly disputes the propriety of
10 certification in this case. Defendant's position is that, under the holding in Brinker and other
11 state and federal decisions, Defendant fulfilled its legal obligations to non-exempt employees by
12 providing them with timely and proper meal periods. The maximum estimated liability for the
13 meal break claim, based on a 100% violation is \$1,883,952 (134,568 shifts x \$14.00) = \$) which
14 assumes a meal break violation during every meal break eligible work shift. However, taking
15 into consideration the nature of the claim, Defendant's defenses and certification issues faced
16 due to Brinker, for purposes of settlement, the meal break claim was valued between and
17 estimated maximum of \$565,185.6 (30%) and \$376,790 (20%).

18 c. Rest Period Claim

19 The rest period violation claim is primarily based on allegations that, as with the meal
20 breaks, during the liability period, Defendant used the bell system to signal the start and end of
21 the ten minute rest periods for Plaintiffs and Class Members. Due to the time it took to walk to
22 the break room and back, especially for the employees who were required to doff the gear prior
23 to leaving on the rest break, Plaintiffs and Class Members were not provided a net 10 minute rest
24 break. As such, Plaintiffs and Class Members were not authorized or permitted to take a
25 minimum ten (10) minute rest period for every four hours or major fraction thereof, and were not
26 compensated one (1) hour of pay at their regular rate of compensation for each workday that a
27 lawful rest period was not provided, in violation of California labor laws, regulations, and IWC
28 Wage Orders.

1 However, some of the Class Members working during the relevant time period may have worked
2 for only one pay period during the relevant time period and some may have worked for tens of
3 pay periods.

4 Furthermore, Defendant contends that the wage statements issued to the employees fully
5 complied with Lab. Code § 226. Defendant states that because it believes no wages are unpaid
6 that, thus, there can be no derivative penalties. However, Plaintiffs understand the risks inherent
7 in this claim should the underlying claims not be certified or not succeed on the merits, the
8 potential that a Court finds no injury occurred. As such, given the nature of this claim and taking
9 into account Defendant's defenses, and other attendant risks, for purposes of settlement
10 negotiations, Plaintiffs valued this claim between an estimated maximum of \$152,400 (30%) and
11 \$101,600 (20%).

12 f. Bus. & Prof. Code § 17200 Claim

13 The only remedies available under the unfair competition law ("UCL") Business and
14 Professions Code Section 17200 et seq. are restitution and injunction, as opposed to damages
15 *Clark v. Superior Court*, (2010) 50 Cal. 4th 605, 610. The UCL provides that "[t]he court may
16 make such orders or judgments ... as may be necessary to restore to any person in interest any
17 money or property, real or personal, which may have been acquired by means of such unfair
18 competition." (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes "earned
19 wages." *Cortez v. Purolator Air Filtration Prods. Co.*, (2000) 23 Cal. 4th 163, 177-78.

20 Restitution under the UCL is not available for all violations of the Labor Code. See
21 *Pineda v. Bank of Am., N.A.*, (2010) 50 Cal. 4th 1389, 1401-02. In *Pineda*, the California
22 Supreme Court held Labor Code § 203 is "not designed to compensate employees for work
23 performed [but] it is intended to encourage employers to pay final wages on time, and to punish
24 employers who fail to do so." *Id.* Like Labor Code section 203, section 226 for wage statement
25 violations is also intended to "punish" the employer and is not an action brought to recover
26 wages. See *Gomez v. Jacobo Farm Labor Contractor, Inc.*, (2019) 334 FRD. 234, 267-268.

27 Here, Plaintiffs' UCL claim is solely premised on the failure to pay lawful wages and
28 premium wages claims discussed above. Class Counsel assigned a zero-dollar value to the UCL

1 claim because it does not provide any additional value in this Action other than to increase the
2 statute of limitations to four years for the underlying claims. Those claims are valued and
3 analyzed above based on the four-year statute of limitations provided by the UCL. However, the
4 UCL claim in and of itself does not provide any additional damages. Therefore, there is no
5 additional or separate monetary value that this statute provides based on the facts of this Action.

6 g. Expense Reimbursement Claim Lab. Code § 2802

7 Although Plaintiffs Huerta and Sanchez do not allege a claim under Lab. Code § 2802,
8 Plaintiff Avalos brought a claim for expense reimbursement, based on allegations that she and
9 other Class Members were required to use their personal cell phones, and purchase their own
10 tools in the execution of their job duties without reimbursement.

11 Defendant disputes this allegation and contends that Class Members were not required to
12 use their personal phones and that it is against Defendant's policies and practices to do so.
13 Defendant further contends that Class Members were never required to purchase any equipment
14 in the performance of their job duties. After further review and analysis, Plaintiff Avalos has
15 determined that said claim is not viable on a class wide basis given the predominance of the
16 individualized inquiry as to the whether and to what extent each class member used their
17 personal phones and/or purchased any tools in the performance of their job duties. For example,
18 Plaintiff Huerta and Sanchez did not have to use their personal phones or purchase any tools in
19 the performance of their job duties. As such, this claim was provided a value of \$0 for purposes
20 of settlement.

21 h. Lab. Code § 2699 (PAGA Claim)

22 Plaintiffs' claims under PAGA are primarily predicated on or derivative of the rest and
23 meal break claims. The estimate maximum PAGA penalty was calculated as \$913,200. This
24 figure attributes a \$100 penalty to each of the estimated 9,132 pay periods in scope during the
25 PAGA period. The figure also assumes that there is a 100% violation rate during the PAGA
26 period, such that every single pay period in question involved at least one Labor Code violation,
27 despite disputes regarding Defendant's liability. However, PAGA claims under the facts and
28

1 circumstance of this case may result in no award or at best a very minimal award by the trial
2 court. See specifically §2699(e)(2) which states in its pertinent part:

3 “... a court may award a lesser amount than the maximum civil penalty amount specified
4 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
5 result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

6 For instance, in *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a
7 federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%,
8 because the court found maximum penalties "unjust" because the employees had suffered no
9 injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code
10 violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist.
11 Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County
12 Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist.
13 LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

14 In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove
15 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011
16 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a
17 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a
18 violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each
19 PAGA Aggrieved Employee suffered all violations for each pay period the employee worked. As
20 discussed herein, the nature of the PAGA based claims (i.e. rest break, meal period, wage
21 statement, failure to pay all wages owed and to timely pay wages) and Defendant's asserted
22 defenses thereto present a risk that some or all of the PAGA penalties sought may not be
23 awarded. Given the nature of these claims, as analyzed above, Class Counsel believes it to be
24 likely that if there would be any award it would be a minimal amount. Therefore, the amount of
25 \$100,000 (which has been reserved for the PAGA claim) is both fair and reasonable.

26 19. Through their counsel, Plaintiffs took into consideration the significant risks that
27 class certification could be denied on the central claim, or that a merits decision on the central
28 claim would not favor the Class. Plaintiffs have considered the expense and length of continued

1 proceedings necessary to continue the Action against Pro Tech, Inc. through trial and any
2 possible appeals. Plaintiffs are also aware of the burdens of proof necessary to establish liability
3 for the claims asserted in the Action, Pro Tech's defenses thereto, and the difficulties in
4 establishing Plaintiffs' damages.

5 20. The proposed Settlement requires Defendant to pay each Class Member who does
6 not opt out a portion of the Net Settlement Amount as specifically set forth in the Settlement
7 Agreement. The amount to be paid to the Class is undoubtedly fair, adequate and reasonable
8 especially in light of the significant risk to Plaintiffs and Class Members in continuing with the
9 litigation and not prevailing on class certification or at trial.

10 21. The Settlement Agreement provides for an award to be paid to the Class
11 Representatives. The primary purpose is to provide Plaintiffs an enhancement payment, taking
12 into consideration the risks, time, effort and expenses incurred by them in coming forward to
13 provide invaluable information and negotiate and litigate this matter on behalf of all Class
14 Members. Plaintiffs has actively participated in this litigation by providing significant supporting
15 documents and information and assisting counsel in developing information necessary to litigate
16 and settle this case which has resulted in a favorable settlement for the putative Class Members.

17 22. Attached to the Settlement Agreement as Exhibit A is a true and correct copy of
18 the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court
19 Approval ("Class Notice")

20 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
21 14th day of April, 2023 at Irvine, California.

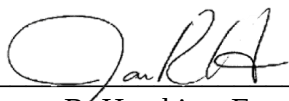
22
23 
24 _____
25 James R. Hawkins, Esq.

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Adriana Huerta (“Huerta”), Maria Sanchez (“Sanchez”) and Estephany Avalos (“Avalos”) (collectively, “Plaintiffs”) and defendant Pro-Tech Design & Manufacturing, Inc. (“PRO-TECH”). The Agreement refers to Plaintiffs and PRO-TECH collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” collectively means the Plaintiffs’ lawsuit alleging wage and hour violations against PRO-TECH captioned *Huerta v. Pro-Tech Design & Manufacturing, Inc.*, Case No. 19STCV36380, initiated on October 10, 2019 and pending in Superior Court of the State of California, County of Los Angeles (“Huerta Class and PAGA Action”); *Avalos v Pro-Tech Design & Manufacturing* Case No. 21STCV32967 initiated on September 7, 2021 and pending in Superior Court of the State of California, County of Los Angeles (“Avalos Class Action”) and; *Avalos v Pro-Tech Design & Manufacturing* Case No. 21STCV41807 initiated on November 12, 2021 and pending in Superior Court of the State of California, County of Los Angeles (“Avalos PAGA Action”).

1.2. “Administrator” means, Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person employed by PRO-TECH in California and classified as non-exempt who worked for PRO-TECH during the PAGA Period,

1.5. “Class” means all persons employed by PRO-TECH in California and classified as non-exempt who worked for PRO-TECH during the Class Period.

1.6. “Class Counsel” means James Hawkins, Esq. Isandra Y. Fernandez, Esq. and Lance Dacre of James Hawkins APLC and Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in PRO-TECH’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including,

but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 10, 2015 through September 12, 2022.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “PRO-TECH” means named Defendant PRO-TECH Design & Manufacturing, Inc.

1.17. “Defense Counsel” means Tom T. Nagashima, Esq., and Miguel O. Medina, Esq. of Gordon Rees Scully Mansukhani, LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$928,918.33 which is the total amount PRO-TECH agrees to pay under the Settlement (except as provided in Paragraph 9 below) The Gross Settlement Amount is based on \$890,000 new money to be paid by Defendant plus \$38,919.33 already paid in settlement to 41 present employees and 30 former employee. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for PRO-TECH for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from February 3, 2019 through September 12, 2022.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Sanchez’s February 3, 2020 letter to PRO-TECH and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$100,000, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Adriana Huerta and Maria Sanchez, the named plaintiffs in the Huerta Action and Estephany Avalos, the named plaintiff in the related Avalos Actions
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released Parties” means: PRO-TECH and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for PRO-TECH for at least one day, during the Class Period.

2. RECITALS.

2.1. On October 10, 2019, Plaintiff Huerta commenced this Action by filing a Complaint alleging causes of action against PRO-TECH for failure to pay lawful wages, failure to provide meal and rest periods, failure to timely pay wages, failure to reimburse employee expenses, failure to provide accurate and itemized wage statements, and violations of the business and professions code. On February 3, 2020, Plaintiffs filed a First Amended Complaint adding Plaintiff Sanchez as a named Plaintiff. On March 18, 2020, Plaintiffs filed a Second Amended Complaint alleging causes of action against PRO-TECH for PAGA violations. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint). PRO-TECH denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 On September 7, 2021, Plaintiff Avalos commenced a related action by filing a Complaint alleging causes of action against PRO-TECH for failure to pay lawful wages, failure to provide meal and rest periods, failure to timely pay wages, failure to reimburse employee expenses, failure to provide accurate and itemized wage statements, and violations of the business and professions code. On November 12, 2021, Plaintiff Avalos filed a PAGA Action in Superior Court of the State of California, County of Los Angeles.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Sanchez gave timely written notice to PRO-TECH and the LWDA by sending the PAGA Notice.

2.4. The Plaintiffs in the Huerta Action and Defendant participated in two sessions of mediation. On February 23, 2022 they participated in an all-day mediation presided over by Hon. Ronald Sabraw (Ret.) but were unable to reach a settlement. Thereafter, on June 13, 2022, the Plaintiffs in the Huerta Action and Defendant participated in a second all-day mediation presided over by Hon. Ronald Sabraw (Ret.) which ultimately led to this Agreement to settle the Action.

2.5 Prior to the mediations, Plaintiffs obtained, documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, PRO-TECH promises to pay \$928,918.33 and no more as the Gross Settlement Amount. PRO-TECH has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to PRO-TECH.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$7,500 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). PRO-TECH will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33 % which is currently estimated to be \$309,636.34 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. PRO-TECH will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds PRO-TECH harmless, and indemnifies PRO-TECH, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 67% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, PRO-TECH estimates there are 269 Class Members who collectively worked a total of 33, 833 Workweeks, and 178 of Aggrieved Employees who worked a total 9,132 of PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, PRO-TECH will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. PRO-TECH has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which PRO-TECH must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. PRO-TECH shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay PRO-TECH's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 30 days after PRO-TECH funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd.(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate PRO-TECH to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when PRO-TECH fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below (Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, 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.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, (a) any and all claims involving any alleged failure to pay lawful wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements; and (g) any and all claims involving any alleged violations of the business and professions code § 17200 *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice [and ascertained in the course of the Action][including (a) any and all claims involving any alleged failure to pay lawful wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; and (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 PRO-TECH's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, PRO-TECH will prepare and deliver to Class Counsel a signed Declaration from PRO-TECH and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and PRO-TECH shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including, to the extent necessary,: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of

PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, PRO-TECH or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Releases under Paragraphs 6.2

and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES Based on its records, PRO-TECH estimates that, as of the date of this Settlement Agreement, (1) there are 269 Class Members and 33,833 Total Workweeks during the Class period and (2) there were 178 Aggrieved Employees who worked 9,132 Pay Periods during the PAGA Period.

9. PRO-TECH’S RIGHT TO WITHDRAW If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, PRO-TECH may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if PRO-TECH withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, PRO-TECH will remain responsible for paying all Settlement Administration Expenses incurred to that point. PRO-TECH must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by PRO-TECH that any of the allegations in the Operative Complaint have merit or that PRO-TECH has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that PRO-TECH's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, PRO-TECH reserves the right to contest certification of any class for any reasons, and PRO-TECH reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest PRO-TECH's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, PRO-TECH and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, PRO-TECH and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and PRO-TECH, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In

the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent 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 by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, PRO-TECH nor Defense Counsel are providing any 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.

12.9 Modification of Agreement. This Agreement, 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, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 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.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by PRO-TECH in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from PRO-TECH unless, prior to the Court's discharge of the Administrator's obligation, PRO-TECH makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 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.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Isandra Fernandez
James Hawkins APLC
9800 Research Dr, Suite 200
Irvine, CA 92618
E-Mail: isandra@jameshawkinsaplc.com

To PRO-TECH.:

Tom Nagashima
Gordon Rees Scully Mansukhani
101 W. Broadway, Suite 2000
San Diego, CA 92101
E-Mail: tnagashima@grsm.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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 if 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.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For Plaintiff Huerta

DocuSigned by:

CB82964DA9134A8...

For PRO-TECH

For Plaintiff Sanchez

DocuSigned by:

AE81465C7675400...

For Plaintiff Avalos

Counsel for Plaintiffs



James Hawkins, Esq.
Isandra Fernandez, Esq.

Joseph Lavi, Esq.

Counsel for Pro-Tech Design & Manufacturing,
Inc.

Tom T. Nagashima, Esq.
Miguel O. Medina, Esq.

EXHIBIT A

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

Los Angeles County Superior Court

Huerta et al. v. Pro Tech Design & Manufacturing, Case No. 19STCV36380.

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

You may be eligible to receive money from the employee class action lawsuit (“Action”) against “Pro Tech Design & Manufacturing, Inc.” for alleged wage and hour violations. The Actions were filed by former Pro Tech Design & Manufacturing, Inc. employees, Adriana Huerta, Maria Sanchez and Estephany Avalos (“Plaintiffs”), and seek payment of (1) back wages and other relief for a class of non-exempt, hourly employees (“Class Members”) who worked for Pro Tech Design & Manufacturing, Inc. during the Class Period (October 10, 2015 through September 12, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Pro Tech Design & Manufacturing, Inc. during the PAGA Period (February 3, 2019 through September 12, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Pro Tech Design & Manufacturing, Inc. to fund Individual Class Payments, and (2) a PAGA Settlement requiring Pro Tech Design & Manufacturing, Inc. to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Pro Tech Design & Manufacturing, Inc.’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Pro Tech Design & Manufacturing, Inc.’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Pro Tech Design & Manufacturing, Inc.’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Pro Tech Design & Manufacturing, Inc. to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Pro Tech Design & Manufacturing, Inc.

If you worked for Pro Tech Design & Manufacturing, Inc. during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Pro Tech Design & Manufacturing, Inc.

2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Pro Tech Design & Manufacturing, Inc., and, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Pro Tech Design & Manufacturing, Inc., will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Pro Tech Design & Manufacturing, Inc., that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Pro Tech Design & Manufacturing, Inc. must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day

Written Challenges Must be Submitted by _____	during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Pro Tech Design & Manufacturing, Inc.’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Pro Tech Design & Manufacturing, Inc. employees. The Action accuses Pro Tech Design & Manufacturing, Inc. of violating California labor laws by failing to pay overtime wages, minimum wages, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: James Hawkins and Isandra Fernandez of James Hawkins APLC; Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP (collectively “Class Counsel”).

Pro Tech Design & Manufacturing, Inc. strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Pro Tech Design & Manufacturing, Inc. or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Pro Tech Design & Manufacturing, Inc. hired an experienced, neutral, mediator in an effort to resolve the Actions by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Settlement Agreement” or “Settlement”) and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiff and Pro Tech Design & Manufacturing, Inc. have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Pro Tech Design & Manufacturing, Inc. does not admit any violations or concede the merit of any claims.

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

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

1. Pro Tech Design & Manufacturing, Inc. will pay NINE HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND THIRTY-THREE CENTS (\$928,918.33) as the Gross Settlement Amount (“Gross Settlement”). Pro Tech Design & Manufacturing, Inc. has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the

Court grants Final Approval, Pro Tech Design & Manufacturing, Inc. will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. The Gross Settlement Amount is based on \$890,000 new money to be paid by Defendant plus \$38,919.33 already paid in settlement to 41 present employees and 30 former employee. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$309,636.34 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 to each named Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than their Individual Class Payments and any Individual PAGA Payments.

C. Up to \$10,000 to the Administrator for services administering the Settlement

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Pro Tech Design & Manufacturing, Inc. are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to remuneration other than wages ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pro Tech Design & Manufacturing, Inc. will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Pro Tech Design & Manufacturing, Inc.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Pro Tech Design & Manufacturing, Inc. based on the PAGA Period facts alleged in the Actions.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Pro Tech Design & Manufacturing, Inc. have agreed that, in either case, the Settlement will be void: Pro Tech Design & Manufacturing, Inc. will not pay any money and Class Members will not release any claims against Pro Tech Design & Manufacturing, Inc.

8. Administrator. The Court has appointed a neutral company, Simpluris, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Pro Tech Design & Manufacturing, Inc. has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Pro Tech Design & Manufacturing, Inc. or related entities for wages based on the Class Period facts, as alleged in the Actions and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all class claims pled or could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the allegations contained in either or both of the Operative Complaints filed by Plaintiffs in the *Huerta* Class Action which occurred during the Class Period (the "Operative Complaint"). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Pro Tech Design & Manufacturing, Inc. has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Pro Tech Design & Manufacturing, Inc., whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Pro Tech Design & Manufacturing, Inc. or its related entities based on the PAGA Period facts alleged in the Actions and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all PAGA claims pled or could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the allegations contained in either or both of the Operative Complaints filed by Plaintiffs in the *Huerta* Action and PAGA Notices sent by Plaintiffs that occurred during the PAGA Release Period as to the Aggrieved Employees.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments: The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Pro Tech Design & Manufacturing, Inc.'s records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Pro Tech Design & Manufacturing, Inc.'s calculation of Workweeks and/or Pay Periods based on Pro Tech Design & Manufacturing, Inc.'s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Pro Tech Design & Manufacturing, Inc.'s Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as

Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Huerta et al. v. Pro Tech Design & Manufacturing, Inc., Case No. 19STCV36380 and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement if you do not believe the Settlement is fair. Documents relating to the Settlement may be viewed on the Administrator's Website <https://www.simpluris.net/case-information> or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object that the proposed Settlement is unfair. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Huerta et al. v. Pro Tech Design & Manufacturing, Inc., Case No. 19STCV36380 and include your name, current address, telephone number, and approximate dates of employment for Pro Tech Design & Manufacturing, Inc. and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ___ date ___ at ___ time ___ in Department 7 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally, telephonically, or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.simpluris.net/case-information> or court website <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 19STCV36380, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Pro Tech Design & Manufacturing, Inc. and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <https://www.simpluris.net/case-information> or contact the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui> and entering the Case Number for the Action, Case No. 19STCV36380. You can also contact Class Counsel.

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

Class Counsel:

Name of Attorneys: James Hawkins and Isandra Fernandez

Name of Firm: James Hawkins APLC

Mailing Address: 9880 Research Drive, Suite 200, Irvine, CA 92618

Telephone: 949-387-7200

Class Counsel:

Name of Attorneys: Joseph Lavi

Name of Firm: Lavi & Ebrahimian, LLP.

Mailing Address: 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211

Telephone: 310-432-0000

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email:

Mailing Address: P.O. Box 26170, Santa Ana, CA 92799

Telephone: 888-369-3780 option 2 or; 833-591-3463

Fax Number: 714-824-8591

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Unclaimed Property Fund website at https://www.sco.ca.gov/upd_msg.html for information and instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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