

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement”) of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, is made and entered into between Plaintiffs Ahmad Teeba and Larry Mindham, acting in their capacity as private attorney generals, and Defendant Brill, Inc.

### **I. DEFINITIONS**

The following terms, when used in this Settlement, will have the following meanings:

1. “Action” means the matter entitled *Teeba, et al. v. Brill, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1923242.
2. “Aggrieved Employees” consist of all current and former non-exempt employees of Brill, Inc. who worked in the State of California at any time from May 31, 2018 through the date of the Court’s order approving the Settlement.
3. “Court” means the Superior Court of California for the County of San Bernardino.
4. “Defendant” means Brill, Inc.
5. “Defense counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C., including Hardy Ray Murphy and Kyle A. Wende.
6. “Effective Date” means the date by which the last of the following has occurred: (a) the stipulation has been executed by all Parties and their counsel; and (b) the Court has held a final approval hearing and entered a judgment granting final approval.
7. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.
8. “LWDA” means the California Labor and Workforce Development Agency.
9. “Maximum Settlement Amount” is the non-reversionary sum of \$615,000.00, which represents the total amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, payment of Plaintiffs’ enhancement awards, and payment to the Settlement Administrator for administration costs.
10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Maximum Settlement Amount: (a) Plaintiffs’ attorneys’ fees up to one-third of the Maximum Settlement Amount, currently estimated at \$205,000.00; (b) Plaintiffs’ reasonable verified litigation costs up to \$35,000.00; (c) Plaintiffs’ representative enhancement awards of \$10,000.00 (\$5,000.00 to each named Plaintiff); and (d) reasonable third-party administration costs up to \$3,625.00.
11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. “PAGA Period” means the time period between May 31, 2018 and the date of the Court’s order approving the Settlement.

13. “PAGA Released Claims” mean all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated, or reasonably could have been brought based upon the facts and legal theories alleged in the operative complaint of the Action and in both Plaintiffs’ pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198, and as more fully set forth in Paragraph III.6, below.

14. “Parties” means Plaintiffs and Defendant.

15. “Plaintiffs” means Ahmad Teeba and Larry Mindham.

16. “Plaintiffs’ Counsel” means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Alma V. Montenegro of Haines Law Group, APC.

17. “Settlement Administrator” means Phoenix Settlement Administrators.

## **II. RECITALS**

1. Plaintiffs allege that Defendant is liable for civil penalties under the PAGA as a result of its: (i) failure to pay overtime wages; (ii) failure to provide all meal periods; (iii) failure to authorize and permit all rest periods; (iv) failure to maintain accurate records and issue accurate, itemized wage statements; (v) failure to pay all final wages at termination; (vi) failure to pay all earned wages at least twice per month. Defendant denies these allegations and, in entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against them in the Action. Defendant has asserted and continues to assert defenses to Plaintiffs’ claims, and has expressly denied and continues to deny any wrongdoing whatsoever. Defendant represents that Plaintiffs have signed arbitration agreements during their employment and therefore all non-PAGA claims were precluded and subject to arbitration on an individual basis.

2. On August 5, 2019, Plaintiff Teeba filed a representative action PAGA complaint against Defendant in San Bernardino County Superior Court entitled *Teeba, et al. v. Brill, Inc.*, Case No. CIVDS1923242.

3. On May 31, 2019 and April 10, 2020, respectively, Plaintiff Teeba and Plaintiff Mindham provided written notice of their intent to file a claim for civil penalties under PAGA to the LWDA and Defendant, stemming from the alleged violations of the California Labor Code described in Paragraph II.1.

4. On September 15, 2020, Plaintiff Teeba filed the operative First Amended Complaint adding Plaintiff Larry Mindham as a named plaintiff along with additional factual allegations supporting Plaintiffs’ PAGA claims.

5. The Parties have conducted a detailed and comprehensive investigation of the claims asserted by Defendant and of the applicable law. In response to Plaintiffs’ Counsel’s

informal discovery requests, Defendant provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees necessary for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the PAGA claim.

6. On March 30, 2021, the Parties participated in a full-day mediation with Jeffrey Krivis, Esq. At the end of mediation, Mr. Krivis made a mediator's proposal to resolve the PAGA Released Claims fully and finally as to Plaintiffs and the Aggrieved Employees, which was ultimately accepted by the Parties.

### **III. OPERATIVE TERMS OF SETTLEMENT**

The Parties agree as follows:

1. **Non-Admission of Liability.** Nothing in this Settlement shall be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability, fault, or wrongdoing whatsoever.

2. **Maximum Settlement Amount.** Defendant will pay \$615,000.00 as the non-reversionary Maximum Settlement Amount. The Maximum Settlement Amount will be deposited with the Settlement Administrator no later than 30 days after the Effective Date.

3. **Plaintiffs' Right to Revoke.** Plaintiffs estimated, based on the data provided by Defendant prior to mediation, that the Aggrieved Employees worked 18,563 pay periods during the PAGA Period. Defendant represents that this estimate is reasonable. However, if the number of pay periods actually worked during the PAGA Period (as determined by the updated data provided to the Settlement Administrator) is more than 15% greater than this figure (*i.e.*, if there are 21,347 or more pay periods worked by the Aggrieved Employees), Plaintiffs shall have the option of voiding this Settlement. If Plaintiffs exercise this option, neither party shall be responsible for any costs the other party (or that party's counsel) incurred in the course of effectuating this Settlement.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount of up to one-third of the Maximum Settlement Amount (\$205,000.00) and actual costs incurred in prosecuting this Action, up to \$35,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount, and Plaintiffs' counsel shall not have the right to revoke the Settlement. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.
- b. **Plaintiffs' Enhancement Awards.** Defendant will not oppose Plaintiffs' request for enhancement awards totaling \$10,000.00 (\$5,000.00 for each named Plaintiff) for

their service to the State of California and the Aggrieved Employees and the risk Plaintiffs undertook by attaching their names to this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount, and Plaintiffs' counsel shall not have the right to revoke the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiffs.

- c. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to \$3,625.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount, and Plaintiffs' counsel shall not have the right to revoke the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount will be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees will be paid to all Aggrieved Employees based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period as follows: Individual Settlement Payments will be calculated based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee's total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

6. PAGA Released Claims. In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiffs, in their capacity as private attorney generals, acting on behalf of themselves, the State of California, and the Aggrieved Employees, agree that upon entry of an Order approving the Settlement, Plaintiffs and the Aggrieved Employees will release Defendant and Defendant's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Released Parties") from all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated or reasonably could have been alleged under the facts and legal theories alleged in the operative complaint of the Action and in both Plaintiffs' pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, that arose during the PAGA Period, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiffs and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. Covenants and Representations by Plaintiffs. Plaintiffs and Plaintiffs' Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Defendant by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint

in the Action. Plaintiffs and Plaintiffs' Counsel further represent that, other than the instant Action, they have no intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiffs and Plaintiffs' Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this Paragraph are essential to the Agreement and that this Agreement would not have been completed without these representations. Plaintiffs acknowledge that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

#### **IV. ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant will provide the Settlement Administrator with information for the Aggrieved Employees. Defendant will, in good faith, compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and will include each Aggrieved Employee's full name, last known mailing address, last known telephone number, pay period information, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will also determine whether the workweek threshold in Paragraph III.3 is met. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee will be transferred to the cy pres, Legal Aid Society of San Bernardino, a 501c3 nonprofit offering legal aid to low-income individuals in San Bernardino County.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

Plaintiffs and their counsel, as well as Defendant and its counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or the development of the list of recipients of settlement payments.

5. **Payment of Remainder.** Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will mail the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (3) Court-approved enhancement awards to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. Plaintiffs and Aggrieved employees who receive Individual Settlement Payments

pursuant to the Settlement are exclusively responsible for all tax obligations related or pertaining to the Individual Settlement Payments.

## **V. MISCELLANEOUS PROVISIONS**

1. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. Additionally, Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

2. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of San Bernardino.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

7. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

8. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

10. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

12. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

13. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

14. **Publicity.** Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except Aggrieved Employees and only as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this paragraph means Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, Plaintiffs' Counsel may disclose the name of the Parties in

this action, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement

15. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon which this Settlement has been denied by the Court and all subsequent attempts to cure deficiencies have been unsuccessful.

20. **All Terms Subject to Final Court Approval.** All amounts and procedures described in this Agreement shall be subject to final Court approval.

**IN WITNESS THEREOF**, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

**AHMAD TEEBA**

Jun 16, 2021  
Dated: \_\_\_\_\_

ahmad teeba  
ahmad teeba (Jun 16, 2021 20:19 PDT)  
Ahmad Teeba, Plaintiff

**LARRY MINDHAM**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Larry Mindham, Plaintiff

**BRILL, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Michael Delaney  
Authorized agent for Brill, Inc.

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_  
Fletcher W. Schmidt  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: \_\_\_\_\_  
Hardy Ray Murphy  
Attorneys for Defendant

46860290.1

**AHMAD TEEBA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ahmad Teeba, Plaintiff

**LARRY MINDHAM**

Jun 16, 2021  
Dated: \_\_\_\_\_

*Larry Mindham*  
\_\_\_\_\_  
Larry Mindham (Jun 16, 2021 20:14 PDT)  
Larry Mindham, Plaintiff

**BRILL, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Michael Delaney  
Authorized agent for Brill, Inc.

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_  
Fletcher W. Schmidt  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: \_\_\_\_\_  
Hardy Ray Murphy  
Attorneys for Defendant

46860290.1

**AHMAD TEEBA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ahmad Teeba, Plaintiff

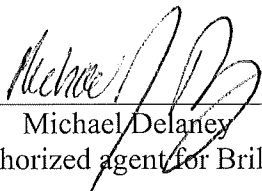
**LARRY MINDHAM**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Larry Mindham, Plaintiff

**BRILL, INC.**

Dated: June 16, 2021

  
\_\_\_\_\_  
By: Michael Delaney  
Authorized agent for Brill, Inc.

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_  
Fletcher W. Schmidt  
Attorneys for Plaintiffs

Dated: June 17, 2021

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

  
By: \_\_\_\_\_  
Hardy Ray Murphy  
Attorneys for Defendant

46860290.1

**AHMAD TEEBA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ahmad Teeba, Plaintiff

**LARRY MINDHAM**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Larry Mindham, Plaintiff

**BRILL, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Michael Delaney  
Authorized agent for Brill, Inc.

**APPROVED AS TO FORM AND CONTENT:**

Dated: June 17, 2021  
\_\_\_\_\_

**HAINES LAW GROUP, APC**

By:   
\_\_\_\_\_  
Fletcher W. Schmidt  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: \_\_\_\_\_  
Hardy Ray Murphy  
Attorneys for Defendant

# **EXHIBIT A**

# **NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS**

*Ahmad Teeba, et al. v. Brill, Inc.*

San Bernardino County Superior Court, Case No. CIVDS1923242

[NAME]  
[ADDRESS]  
[CITY], [STATE] [ZIP CODE]  
XXX-XX-[LAST 4 SSN]

## **I. NOTICE OF PAGA SETTLEMENT**

This notice explains that a settlement has been reached in a case entitled *Ahmad Teeba et al. v. Brill, Inc.*, (Case No. CIVDS1923242) (the “Action”). The San Bernardino County Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the Action.

In the Action, Plaintiffs seek to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiffs are acting as “private attorney generals” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other allegedly aggrieved employees. Plaintiffs allege that PAGA penalties are owed because Defendant Brill, Inc. (“Brill”) allegedly failed to: (1) pay overtime wages; (2) provide all meal periods; (3) authorize and permit all rest periods; (4) maintain accurate records and issue accurate, itemized wage statements; (5) pay all final wages at termination; and (6) pay all earned wages at least twice per month.

Brill contends that all allegedly aggrieved employees have been paid all monies that were due to them, maintains that it has at all times complied with California’s wage-and-hour laws, and vigorously denies any wrongdoing alleged by Plaintiffs.

The Court has ***not*** ruled on whether Plaintiffs’ claims have any merit. You should not take this notice as an expression of any opinion by the Court about whether Plaintiffs are right or wrong. Further, as referenced above, Brill maintains that Plaintiffs’ allegations are without merit and enters into this Settlement with no admission of liability, and solely for the purposes of compromising and settling the lawsuit to avoid the cost and operational burden of continued litigation. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Brill and Plaintiffs have negotiated a settlement of the Action.

You are receiving this Notice because you are in the group of employees referred to as the allegedly “Aggrieved Employees,” which is defined as: all current and former non-exempt employees of Brill, Inc. who worked in the State of California at any time from May 31, 2018 through **[PAGA APPROVAL DATE]**.

The “PAGA Period” is defined as May 31, 2018 through **[PAGA APPROVAL DATE]**.

## **II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT**

The total number of workweeks worked by all allegedly Aggrieved Employees during the PAGA Period is **[TOTAL WORKWEEKS]**.

Specifically as to you, the records show that you worked **[THIS EMPLOYEE'S WORKWEEKS]** during the PAGA Period.

Your Individual Settlement Payment has been calculated at **[\$[AMOUNT PAID TO THIS EMPLOYEE]]**. Your payment is enclosed with this Notice.

Your payment was calculated by taking the share of the Net Settlement Amount paid to allegedly Aggrieved Employees and multiplying it by a fraction with your proportionate share of workweeks worked during the PAGA Period as the numerator and the total number of workweeks worked by all allegedly Aggrieved Employees during the PAGA Period as the denominator.

## **III. RELEASE**

On **[PAGA APPROVAL DATE]**, the Court approved the Settlement.

By operation of the Settlement's terms, all allegedly Aggrieved Employees will release Brill and Brill's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated, or reasonably could have been brought based upon the facts and legal theories alleged in the operative complaint in *Ahmad Teeba, et al. v. Brill, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1923242 (the "Action") and in both Plaintiffs' pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198 (the "PAGA Released Claims"), that arose during the PAGA Period.

Upon entry of the Order approving the Settlement, Plaintiffs and the Aggrieved Employees are forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against Brill. The release became effective on **[PAGA APPROVAL DATE]**.

## **IV. SETTLEMENT ADMINISTRATOR**

**PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.**

You may contact the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at **[ADMINISTRATOR INFO]** with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any check not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be distributed to Legal Aid Society of San Bernardino for the purposes of providing legal aid to low-income individuals in San Bernardino County. Legal Aid Society of San Bernardino is a 501(c)(3) non-profit organization

with the Employer Identification Number of 95-1997024. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**