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

27 VICENTE REYES, as an individual and on
28 behalf of all others similarly situated,
29
30 Plaintiff,

31 vs.

32 RUSKIN COMPANY, a Delaware corporation;
33 JOHNSON CONTROLS, INC., a Wisconsin
34 corporation; and DOES 1 through 100,

35 Defendants.

Case No. RIC1902599

*[Assigned for all purposes to Hon. Harold W.
Hopp; Dept. 10]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 20, 2022
Time: 8:30 a.m.
Dept.: 10

Reservation ID: 334388961178

Action Filed: April 22, 2019
Trial Date: No Date Set

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1 and weaknesses of asserted claims, the likelihood of prevailing at class certification, and potential
2 damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-
3 house counsel; deposing named plaintiffs and putative class members; deposing retained expert
4 witnesses; and defending the depositions of corporate witnesses. In short, I played an integral role
5 in all aspects of litigation from the inception of a matter through and beyond class certification. I
6 also supervised the work of several junior attorneys who were staffed on the same wage and hour
7 class actions.

8 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
9 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP at its
10 Los Angeles office, where I began working in July 2011. During my employment at Morgan, Lewis
11 & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective actions.
12 For the vast majority of these cases, I was the only associate staffed on the matters, and I performed
13 the same job duties as described in the immediately preceding paragraph. In addition to working on
14 wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid”
15 actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as
16 California-specific claims under Rule 23 of the Rules of Civil Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016 as a Shareholder of Haines Law Group, APC. Currently, over ninety percent (90%)
20 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and my
21 law firm is currently responsible for prosecuting over fifty (50) wage and hour class actions filed in
22 both State and Federal courts throughout California. I have been appointed as Class Counsel in over
23 one hundred (100) wage and hour class action settlements in state and federal courts within
24 California. Some examples of the matters in which I have been appointed as Class Counsel, all of
25 which have been granted final approval, include the following: *Shaw v. Conant Auto Retail, San*
26 *Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego,
27 Hon. Judge Joan M. Lewis, presiding; *Tirado v. Ricon Corp.*, Case No. BC537042, California
28 Superior Court, County of Los Angeles, Hon. John S. Wiley, presiding; *Horta v. Searles Valley*

1 *Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino,
2 Hon. Donald Alvarez presiding; *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL,
3 California Superior Court, County of Kern, Hon. David R. Lampe presiding; *Kostyuk, et al. v.*
4 *Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court,
5 Alameda County, Hon. Winifred Y. Smith presiding; *Leverage, et al v. Traeger Pellet Grills, LLC,*
6 *et al*, Case No. 16-cv-00784-KAW, United States District Court for the Northern district of
7 California, Hon. Kandis A. Westmore presiding; *Nunez v. CompuCom Systems, Inc.*, Case No.
8 BC618385, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley, Jr.,
9 presiding; *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court,
10 County of Los Angeles, Hon. William F. Highberger presiding; *Rodrigues v. CP Kelco U.S., Inc.*,
11 Case No. 37-2017-00004339-CU-OE-CTL, California Superior Court, County of San Diego, Hon.
12 Joel R. Wohlfeil, presiding; *Beach-Barrow, et al v. The Hertz Corp.*, Case No. RG17848833,
13 California Superior Court, County of Alameda, Hon. Ioana Petrou presiding; *Gooding v. Vita-Mix*
14 *Corp., et al*, Case No. 2:16-cv-03898-ODW (JEMx), United States District Court for the Central
15 District of California, Hon. Otis D. Wright II presiding; and *Afa, et al v. Alliance Ground Int'l, LLC*,
16 Case No. BC661449, California Superior Court, County of Los Angeles, Hon. William F.
17 Highberger presiding.

18 7. I have also moved to certify and have received an order certifying a class action
19 and/or conditionally certifying a collective action in the following cases:

- 20 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
21 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
22 (certifying a class of employees who were misclassified as independent contractors);
- 23 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
24 States District Court, Central District of California, Honorable Judge Beverly Reid
25 O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 26 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
27 District Court, Central District of California, Honorable Judge John F. Walter, presiding
28 (certifying rest period class and conditionally certifying FLSA unpaid overtime class);

- 1 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
2 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
3 certifying an unpaid FLSA overtime wage class);
- 4 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
5 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
6 (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
8 California Superior Court, County of Orange, Honorable Judge William Cluster, presiding
9 (certifying unpaid overtime wage class and waiting time penalty class);
- 10 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
11 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding
12 (certifying piece rate pay plan classes, expense reimbursement class, wage statement class,
13 and waiting time penalties class);
- 14 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
15 States District Court, Central District of California, Honorable Dolly M. Gee presiding
16 (certifying six classes of employees for rest period violations, wage statement violations,
17 meal period violations, and overtime and double-time violations);
- 18 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
19 States District Court, Southern District of California, Honorable William Q. Hayes presiding
20 (certifying six classes of employees for unpaid wages, meal period violations, wage
21 statement violations, and waiting time penalties);
- 22 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
23 United States District Court, Northern District of California, Honorable William H. Alsup
24 presiding (certifying three classes of employees for unlawful wage deduction violations,
25 wage statement violations, and waiting time violations);
- 26 • *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, California Superior Court,
27 County of San Bernardino, Honorable David Cohn presiding (certifying a wage statement
28 class);

- *Perez v Sunbelt Rentals, Inc.*, Case No. 37-2018-00026405-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Eddie C. Sturgeon, presiding (certifying wage statement class); and
- *Bowlin-Burdick et al v. Life Care Centers of America*, Case No. BC657139, Los Angeles County Superior Court, Hon. Maren E. Nelson (certifying four classes for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. In 2015, 2016, and 2017, Thomson Reuters recognized me as a top young attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

9. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been intimately involved in all aspects of this litigation, and I believe that the proposed Settlement is an excellent result for the Settlement Class. Attached hereto as **Exhibit A** is a true and correct copy of the fully-executed Stipulation of Settlement (“Settlement Agreement”). The proposed Class Notice, Request for Exclusion Form, and Objection Form (together, the “Notice Packet”), are attached to the Settlement as **Exhibits 1, 2, and 3**, respectively.

10. Other than the matters entitled *Leticia Yanez v. Ruskin Company, et al.*, Riverside Superior Court Case No. RIC2001667 (the “Yanez Class Action”) and *Leticia Yanez v. Ruskin Company, et al.*, Riverside Superior Court Case No. RIC2003341 (the “Yanez PAGA Action”), I am not aware of any other class, representative, or other collective actions in any other court that assert similar claims to those asserted in this action on behalf of a class or group of individuals who would also be members of the proposed Settlement Class. I asked the attorneys at my office if they are aware of any similar actions, and the attorneys whom I have asked are not aware of any such actions.

11. Defendants Ruskin Company and Johnson Controls, Inc. (“Defendants”) tout themselves as “leaders in the air control industry” and are a manufacturer of heating, ventilation and air conditioning (“HVAC”) products for industrial customers, including ventilators, dampers, access

1 doors and zone control systems. Plaintiffs and Class Members worked for Defendants at the Mira
2 Loma Facility in California as non-exempt employees during the Class Period.

3 12. On April 22, 2019, Plaintiff Reyes filed this instant wage and hour class action
4 alleging causes of action for: (1) minimum wage violations; (2) rest period violations; (3) waiting
5 time penalties; and (4) unfair competition. The *Reyes* Action was subsequently removed to the
6 Central District of California, United States District Court. After Defendants removed this action to
7 District Court, Plaintiff Reyes commenced formal discovery, seeking contact information for
8 putative class members, Defendants' written wage and hour policies, and timekeeping and payroll
9 records for the putative class. Thereafter, the Parties in the *Reyes* Action agreed to attend a mediation
10 with Hon. Peter D. Lichtman (Ret.) in February 2020. Prior to the February 2020 mediation, the
11 Parties in the *Reyes* Action engaged in significant informal discovery, including Defendants'
12 production of a 20% random sampling of timekeeping and payroll data for the putative class,
13 Defendants' relevant wage and hour policies, and other relevant data and information. Defendants
14 also produced a complete class list with putative class members' hire and termination dates (if
15 applicable), and hourly rate of pay. On February 13, 2020, the Parties in the *Reyes* Action attended
16 private mediation with the Hon. Peter D. Lichtman (Ret.) but were not able to reach a settlement.
17 Thereafter, Plaintiff Reyes continued his formal class certification discovery and Plaintiff Reyes was
18 provided with the contact information for putative class members, and Plaintiffs' Counsel
19 interviewed dozens of putative class members regarding their work experiences with Defendants.

20 13. On June 12, 2020, Plaintiff Leticia Yanez filed a wage and hour class action against
21 Defendants in the Riverside Superior Court in the matter entitled *Leticia Yanez v. Ruskin Company,*
22 *et al.*, Riverside Superior Court Case No. RIC2001667 (the "*Yanez* Class Action"). On August 24,
23 2020, Plaintiff Yanez filed a separate representative action against Defendants asserting a sole cause
24 of action for civil penalties under the PAGA in the matter entitled *Leticia Yanez v. Ruskin Company,*
25 *et al.*, Riverside Superior Court Case No. RIC2003341 (the "*Yanez* PAGA Action").

26 14. On October 1, 2020, the Parties in the *Reyes* Action stipulated to remand this action
27 back to the Superior Court of California, County of Riverside, and on October 6, 2020, the District
28 Court remanded the *Reyes* Action back to the Superior Court of California, County of Riverside.

1 15. After the *Yanez* Class Action and the *Yanez* PAGA Action were filed, the Parties in
2 all three actions agreed to attend a global mediation with Steven G. Mehta, Esq. in an attempt to
3 reach a global class-wide settlement. In connection with this second mediation, Defendants
4 produced further informal discovery, including an updated class list with hire and termination dates
5 (if applicable), and produced timekeeping and payroll records for all putative class members.
6 Plaintiffs hired a labor economist with a Ph.D. in economics to conduct a comprehensive analysis
7 and extrapolation of the data produced by Defendants, including the total number of shifts,
8 workweeks, and pay periods worked, to calculate Defendants' potential exposure for each of
9 Plaintiffs' claims. This discovery allowed the Parties to assess the merits and value of Plaintiffs'
10 claims, the chances of certification of Plaintiffs' claims, and Defendants' potential defenses.

11 16. On December 10, 2021, the Parties in all three actions attended a full-day mediation
12 with Steven G. Mehta, Esq., a well-respected wage and hour class action mediator. During
13 mediation, the Parties vigorously debated their opposing legal positions, the likelihood of
14 certification of Plaintiffs' claims, and the legal bases for Plaintiffs' claims and Defendants' defenses.
15 At the conclusion of mediation, Mr. Mehta issued a mediator's proposal for a class-wide settlement,
16 which was ultimately accepted by all Parties in the days following mediation. During the months
17 that followed, the Parties negotiated and finalized the long-form Settlement Agreement now before
18 this Court.

19 17. As part of the Settlement, the Parties agreed to file a Second Amended Class and
20 Representative Action Complaint ("SAC") in this Action to add Plaintiff Leticia Yanez as a named
21 plaintiff and class representative and add all claims alleged in the *Yanez* Class Action and *Yanez*
22 PAGA Action. On or about April 27, 2022, Plaintiffs filed the SAC.

23 18. According to Defendants' records, there are approximately 380 total Class Members
24 during the Class Period. Based on the proposed allocations of the Net Settlement Amount, the
25 average Settlement Award is projected to be approximately \$3,013.73, the lowest potential
26 Settlement Award is projected to be approximately \$2.94, and the highest potential Settlement
27 Award is estimated to be approximately \$8,329.87. There are approximately 207 Aggrieved
28 Employees who worked during the time period of June 15, 2019 through May 10, 2022 ("PAGA

1 Period”). Therefore, the average estimated payment from the PAGA Amount to Aggrieved
2 Employees is \$120.77.

3 19. Plaintiffs allege that Defendants maintained unlawful timekeeping policies/practices,
4 which failed to compensate Class Members for all hours worked. Specifically, Plaintiffs alleges that
5 Class Members consistently clocked in and began performing compensable work prior to the
6 scheduled start of their shifts, and continued performing compensable work past the scheduled end
7 of their shifts. However, due to Defendants’ “Grace Period” policies/practices, Defendants only
8 compensated Class Members based on their scheduled start time, and did not compensate Class
9 Members for the fifteen (15) minutes prior to the scheduled start of shift, nor did Defendants
10 compensate Class Members for up to fifteen (15) minutes worked after their scheduled shift ends.
11 Plaintiffs allege that Defendants’ timekeeping policies/practices of only compensating for scheduled
12 hours, as opposed to all hours actually worked, resulted in a systematic underpayment to Class
13 Members. Based on an analysis and extrapolation of payroll and timekeeping data produced by
14 Defendants, Plaintiffs estimates that employees were underpaid by approximately 37,496 hours
15 during the Class Period. Therefore, Plaintiffs calculated a maximum exposure for unpaid wages at
16 approximately \$831,661 (37,496 unpaid hours * \$11.09/hour weighted average minimum wage * 2
17 (liquidated damages under Labor Code § 1194.2). Defendants counter that they have always paid
18 Class Members for all hours worked throughout the Class Period and that their timekeeping
19 policies/practices are compliant with California law. Defendants contend that they utilized an even-
20 handed timekeeping system that, on balance, resulted in employees being paid for all hours actually
21 worked. Defendants further argue that it simply allowed employees to clock-in prior to their
22 scheduled start of shift, however, it was not possible for employees to begin working prior to the
23 scheduled start of shift, and therefore, employees could not perform compensable work prior to the
24 start of their scheduled shift. Similarly, Defendants argue that it is not possible for Class Members
25 to perform compensable work after the end of their scheduled shift. Additionally, Defendants assert
26 Plaintiff would be unable to certify this claim given the individualized inquiries as to whether Class
27 Members performed compensable work outside of their scheduled shift, and whether Class Members
28 were in fact underpaid, or potentially overpaid for each workday in question. Based on these

1 defenses, Plaintiffs discounted the estimated maximum exposure by 25% for risk of non-
2 certification, and by an additional 40% to account for risk of losing on the merits or failure to recover
3 the maximal amount sought, to arrive at an estimated exposure of \$374,248.

4 20. Plaintiffs alleges that Defendants failed to provide legally-compliant first meal
5 periods and second meal periods when Class Members worked in excess of 10.0 hours. Specifically,
6 Plaintiffs allege that Defendants relied on a bell system to signal the beginning and end of first meal
7 periods. Plaintiffs allege that prior to the ringing of the bell signaling the start of the first meal period,
8 Defendants prohibited Class Members from leaving their work stations. Plaintiffs allege that
9 Defendants also required Class Members to be back at their respective workstations at or prior to
10 the conclusion of the 30-minute meal periods, which is evidenced by the fact that Defendants ring a
11 bell one minute before the conclusion of the meal period to alert Class Members to begin walking
12 back to their workstations. As a result of this bell system, Plaintiffs allege that Defendants have
13 failed to provide full 30-minute first meal periods. Additionally, Plaintiffs allege that following the
14 outbreak of COVID-19, Defendants maintained a policy whereby Class Members were required to
15 go through off-the-clock temperature checks prior to clocking back into their shifts from meal
16 periods. Plaintiffs allege that these required temperature checks prior to clocking in from their meal
17 periods further truncated Class Members' meal periods. Based on Plaintiffs' expert's review and
18 extrapolation of Defendants' timekeeping records, there are approximately 227,754 shifts that reflect
19 a potential first meal period violation. Thus, based on an average hourly rate of \$11.09, Plaintiffs
20 estimate Defendants' total maximum exposure for first meal period violations at approximately
21 \$2,525,791 (227,754 non-compliant first meal periods * \$11.09 meal period premium). Defendants
22 counter that they have maintained compliant written meal period policies throughout the Class
23 Period and have always provided employees the opportunity to take legally compliant meal periods,
24 and that they are not required to "ensure" meal periods are taken. Defendants further assert that based
25 on Plaintiffs' allegations, many of the meal period violations were merely *de minimis* as Defendants'
26 bell system provided for meal periods of at least 29 minutes. Finally, Defendants argue that these
27 claims are not suited for class treatment, as individual inquiries would be needed to assess which
28 employees took non-compliant meal periods or missed meal periods, how many meal periods were

1 non-compliant or missed, and the reasons why a particular employee did not take a compliant meal
2 period on a particular shift. Based on these defenses, Plaintiffs discounted the maximum amount by
3 35% for risk of non-certification, and an additional 50% for risk of losing on the merits or failing to
4 recover the full amount sought, to arrive at an estimated exposure of \$820,882.

5 21. Plaintiffs allege that Defendants failed to provide legally-compliant second meal
6 periods when Class Members worked shifts in excess of 10.0 hours. Plaintiffs' analysis of the
7 timekeeping data showed that during the Class Period, there were approximately 85,418 shifts
8 worked in excess of 10.0 hours where a second meal period violation occurred. Therefore, Plaintiffs
9 calculate Defendants' maximum exposure for second meal period violations at approximately
10 \$947,285 (85,418 second meal period violations * \$11.09 meal period premium). With respect to
11 second meal periods, Defendants maintain that employees voluntarily waived their second meal
12 period when they worked shifts in excess of 10.0 hours (but less than 12.0 hours), as they are required
13 to do under Labor Code § 512. Defendants further argue that these claims are not suited for class
14 treatment, as individual inquiries would be needed to assess which employees took non-compliant
15 meal periods or missed meal periods, and whether there was a valid waiver. In light of these risks,
16 Plaintiffs discounted the maximum amount that the class could potentially recover by 50% for a risk
17 of non-certification, and an additional 60% for a risk of losing on the merits, or having exposure
18 reduced due to Defendants' waiver arguments, to arrive at estimated exposure of \$189,457.

19 22. Plaintiffs allege that Defendants' strict production requirements resulted in the failure
20 to authorize and permit all legally required rest periods for every four hours of work, or major
21 fraction thereof. Specifically, Plaintiffs allege that employees were often required to work through
22 their rest periods and were not relieved of all duties and/or were not relinquished from Defendants'
23 control during rest periods. Based on Plaintiffs' expert's analysis and extrapolation of the
24 timekeeping records, Plaintiffs estimated there were approximately 241,308 total shifts over 3.5
25 hours during the Class Period. Based on interviews with Class Members, Plaintiffs estimate that
26 approximately 40% of shifts contained a rest period violation, and thus a potential maximum
27 exposure of \$1,070,442 on Plaintiffs' rest period claim (\$11.09 rest period premium * 241,308 shifts
28 * 40% violation rate). Defendants counter that it has maintained compliant written rest period

1 policies and have always authorized and permitted employees a 10-minute rest period for each 4
2 hours worked or major fraction thereof, as required under the Wage Order, and that any failure to
3 take rest periods was as a result of employee choice, rather than Defendants' policy or practice.
4 Defendants further argue that Plaintiffs' rest period claim is not amenable to class treatment, since
5 individual inquiries would be required to determine which employees failed to take rest periods, how
6 many rest periods they failed to take, and the reasons why each employee failed to take rest period(s)
7 on a particular shift. These manageability concerns are especially present with respect to rest period
8 claims, Defendants argue, given that rest periods are not recorded. Therefore, Plaintiffs discounted
9 Defendants' maximum exposure by 50% to account for the risk of non-certification, and an
10 additional 60% to account for Defendants' defenses on the merits, to arrive at an estimated exposure
11 of approximately \$214,089.

12 23. Plaintiffs allege that following the COVID-19 outbreak, Defendants required Class
13 Members to purchase facemasks to use during their employment with Defendants and failed to
14 reimburse Class Members for these expenditures in violation of Labor Code §§ 2802, 2804.
15 Plaintiffs estimate that Class Members spent approximately \$5.00 per week on facemasks following
16 the outbreak of the COVID-19 outbreak, and therefore, calculate Defendants' maximum exposure
17 on this claim at \$77,640.00 (\$5.00 per week * 15,528 weeks). Defendants contend that at all times
18 it has provided facemasks and other personal protective equipment ("PPE") to Class Members at no
19 charge and continues to do so. Defendants further argue this claim is not suitable for class treatment,
20 as it would require individualized determinations as to whether each Class Member purchased
21 facemasks to use at Defendants' workplace. In light of these defenses, Plaintiffs discounted
22 Defendants' maximum exposure by 60% to account for the risk of non-certification, and an
23 additional 75% to account for Defendants' defenses on the merits, to arrive at an estimated exposure
24 of approximately \$7,764.

25 24. As a result of the unpaid wages and meal and rest period violations described above,
26 Plaintiffs allege that Defendants failed to comply with their final pay obligations set forth in Labor
27 Code §§ 201-203, failed to issue accurate and compliant wage statements in violation of Labor Code
28 § 226, and is liable for civil penalties under the PAGA. Defendants' records reflect approximately

1 209 former Class Members who separated from their employment with Defendants within the three-
2 year statute of limitations period applicable to Labor Code § 203. Based on an hourly rate of \$11.09,
3 Plaintiffs estimated the average waiting penalty per former employee to be \$2,661 ($\$11.09 \times 8 \text{ hours}$
4 $\times 30 \text{ days}$). Therefore, Plaintiffs estimate Defendants' maximum exposure for waiting time penalties
5 at approximately \$556,149 (209 waiting time penalty class members $\times$ \$2,661 avg. penalty). As to
6 waiting time penalties, Defendants maintain that they possess strong, good faith defenses to
7 Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties, which are only
8 available for the "willful" failure to pay wages. Defendants further argue that waiting time penalties
9 are not recoverable at all for alleged meal and rest period violations. To account for Defendants'
10 defenses, Plaintiffs discounted the maximum exposure by 40% for the risk of non-certification, and
11 an additional 50% for risk of losing on the merits, and/or not receiving the maximum penalties
12 sought, to arrive at an estimated exposure of \$166,845.

13 25. Plaintiffs' expert's analysis reflected that there were approximately 16,337 pay
14 periods and 266 unique employees within the one-year liability window under Labor Code § 226. In
15 calculating potential exposure for this claim, utilizing the "initial" and "subsequent" violation rates
16 resulted in a number greater than the \$4,000 cap per employee. Therefore, Plaintiffs calculated
17 Defendants' potential wage statement exposure under Labor Code § 226(e) by using the \$4,000 cap
18 for each employee, for a total maximum exposure of \$1,064,000 (266 employees $\times$ \$4,000 max.
19 penalty). Defendants contend any alleged wage statement violations could not be shown to be
20 "knowing and intentional" given its good-faith defenses, and that Plaintiffs cannot show they or
21 other employees "suffer[ed] injury," as required by Labor Code § 226(e). Defendants further argue
22 that wage statements always accurately reflected hours worked and amounts paid to employees.
23 Defendants also argue that wage statement penalties are not recoverable at all for alleged meal and
24 rest period violations. Given Defendants' arguments that no violations occurred, that Class Members
25 suffered no "injury," that any alleged violations were not "knowing and intentional," and that meal
26 and rest period claims cannot support wage statement penalties, as well as risks associated with
27 Plaintiffs' underlying claims discussed above, Plaintiffs discounted the maximum exposure by 40%
28 for risk of non-certification, and by an additional 65% for risk of being unsuccessful on the merits,

1 for an estimated realistic exposure of \$223,440.

2 26. As a result of the unpaid wages and meal and rest period violations, Plaintiffs allege
3 that Defendants are liable for PAGA civil penalties. The success of Plaintiffs' PAGA claim is wholly
4 dependent upon the success of their underlying claims occurring within the one-year statute of
5 limitations applicable to the PAGA, which is June 15, 2019 through May 10, 2022 ("PAGA Period").
6 Assuming that Plaintiffs could prove at least one underlying Labor Code violation in each pay period
7 within the PAGA Period, Plaintiffs estimate Defendants' maximum PAGA exposure at \$1,184,300
8 (calculated from 11,843 pay periods at \$100 per violation). However, these penalties derived from
9 the underlying wage and hour violations discussed above, which Defendants vigorously dispute.
10 Since Plaintiffs' PAGA claim is derivative of his underlying claims, Defendants assert the PAGA
11 claim would fail with those claims. Defendants also maintain that given their good faith defenses,
12 this Court would exercise its discretion to substantially reduce any PAGA penalties as "confiscatory"
13 if it were to find Defendants liable for any of Plaintiffs' claims. Plaintiffs therefore discounted the
14 maximum figure by 60% for the risk of being unable to proceed on a representative basis and risk
15 of losing of the merits, and an additional 65% to account for the possibility of this Court reducing
16 penalties, to arrive at an estimated exposure of approximately \$165,802.

17 27. Therefore, if Plaintiffs were entirely successful at trial on all claims described above,
18 Plaintiffs estimate the maximum total exposure for all claims to be approximately \$8,257,268.
19 However, taking into account Defendants' various defenses, both as to certification and merits
20 issues, difficulties of proof, and other risks as described above, Plaintiffs predicted that the potential
21 likely recovery for the Settlement Class at trial would be approximately \$2,162,527. The proposed
22 settlement of \$1,950,000.00 therefore represents approximately 90.1% of the reasonably forecasted
23 recovery for the Settlement Class, while avoiding the further expense and serious risk of proceeding
24 towards class certification and trial.

25 28. Class Counsel will apply for an attorneys' fees award of one-third of the GSA, which
26 is currently estimated to be \$650,000, and up to \$45,000.00 in verified costs reimbursement.
27 Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive,
28 and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred

1 substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs' claims,
2 conducting legal research, engaging in formal and informal discovery, reviewing Defendants'
3 documents and policies, interviewing Class Members regarding their work experiences with
4 Defendants, analyzing Class Members' relevant records, working with a retained expert to create a
5 comprehensive damages model, preparing for and attending two mediations, negotiating and
6 preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the
7 case. Class Counsel expect to expend additional attorney time in attending the hearing on this
8 Motion, overseeing the Notice process and fielding questions from Class Members, preparing the
9 final approval papers, and attending the Final Approval hearing.

10 29. Plaintiffs will separately apply for an enhancement payment at the time of seeking
11 final approval of the proposed class action settlement in the amount of \$7,5000 each, for a total of
12 \$15,000, for their service to the Settlement Class. I believe this is reasonable given Plaintiffs' effort
13 in this case as well as the significant risks Plaintiffs undertook by agreeing to serve as the named
14 Plaintiffs in this case and agreeing to a general release of all claims subject to a waiver of California
15 Civil Code section 1542. Plaintiffs were integral in the prosecution of this action, by, among other
16 things, providing substantial factual information and documents to Class Counsel, attending multiple
17 meetings with Class Counsel to discuss the claims and theories at issue in the litigation, and
18 otherwise actively participating in the prosecution of their claims.

19 30. Plaintiff proposes that the Settlement be administered by Phoenix Settlement
20 Administrators ("PSA"), an experienced class action settlement administrator. Prior to selecting PSA
21 to administer the Settlement, my firm obtained bids from ILYM Group, Inc., Phoenix Settlement
22 Administrators, and CPT Group, Inc. Of these three bids, PSA's bid was the lowest.

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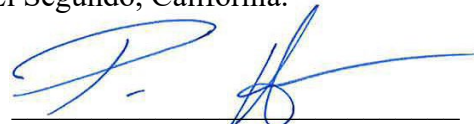
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1 31. Although the parties engaged in significant discovery in advance of mediation, the
2 parties still had significant discovery to complete in formal litigation had the matter not settled. This
3 would have required expenditure of substantial time and resources by both parties that would have
4 very likely spanned several years. Even if Plaintiffs were to certify the classes, the parties would
5 incur considerably more attorneys' fees and costs through a possible decertification motion, trial,
6 and possible appeal. This Settlement avoids those risks and the accompanying expense.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed on May 26, 2022, at El Segundo, California.

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Paul K. Haines

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Vicente Reyes and Leticia Yanez (hereinafter “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Ruskin Company and Johnson Controls, Inc. (hereinafter “Defendants”), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Neil Larsen of Haines Law Group, APC, and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLC (“Class Counsel”). Defendants are represented by Linda Claxton and Kimberly A. Miller of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

On April 22, 2019, Plaintiff Vicente Reyes filed a wage and hour class action complaint in Riverside County Superior Court in the matter entitled *Vicente Reyes v. Ruskin Company, et al.*, Riverside Superior Court Case No. RIC1902599 (the “Action”). On June 12, 2020, Plaintiff Leticia Yanez filed a wage and hour class action complaint against Defendants in the Riverside Superior Court in the matter entitled *Leticia Yanez v. Ruskin Company, et al.*, Riverside Superior Court Case No. RIC2001667 (the “Yanez Class Action”). On August 24, 2020, Plaintiff Yanez filed a separate representative action against Defendants asserting a sole cause of action for civil penalties under the PAGA in the matter entitled *Leticia Yanez v. Ruskin Company, et al.*, Riverside Superior Court Case No. RIC2003341 (the “Yanez PAGA Action”). On December 10, 2021, the Parties in all three actions attended a private mediation with Steven G. Mehta, Esq., and have reached a class-wide settlement which resolves the Action, the Yanez Class Action, and the Yanez PAGA Action, subject to court approval.

As a condition of this Settlement, Plaintiffs agree to file a Second Amended Class and Representative Action Complaint (“SAC”) in the Action to add Plaintiff Yanez as a named plaintiff and class representative and to add causes of action for wage statement violations, failure to reimburse for necessary business expenditures, and civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). After the SAC is filed in the Action, the Parties intend to seek approval of this Settlement in the Action. Upon the granting of final approval in the Action, Plaintiff Yanez agrees to file a request for dismissal in the Yanez Class Action and the Yanez PAGA Action.

Given the uncertainty of litigation, Plaintiffs and Defendants wish to settle both individually and on behalf of the Settlement Class. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm’s-length negotiations, taking into account all relevant factors. Accordingly, Plaintiffs and Defendants agree as follows:

1. **Settlement Class or Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate to the conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendants at the Mira Loma facility in California at any time from April 22, 2015 through May 10, 2022 (the “Class Period”).

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in this matter or in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Class Members and Plaintiffs.** In exchange for the consideration set for in this Settlement Agreement, Plaintiffs and every member of the Settlement Class (except those who opt out) will be deemed to have, and by operation of the Final Approval Order and Judgment, will have expressly and fully release and discharge Defendants, and all of their past and present officers, directors, employees, and agents (collectively, the “Released Parties”), as follows:

- A. Class Members release any and all claims alleged in the Second Amended Class and Representative Action Complaint (“SAC”), or those claims that could have been alleged based on the facts alleged in the SAC, including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due or final wages due; (f) failure to issue accurate, compliant, and itemized wage statements; (g) failure to reimburse for necessary business expenditures; and (h) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative SAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.
- B. Plaintiffs release all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff Yanez’s June 15, 2020 pre-filing PAGA letter to the Labor & Workforce Development Agency (“LWDA”).
- C. In light of Plaintiffs’ Class Representative Enhancement Payments, Plaintiffs have also release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiffs understand that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

However, to the extent that Plaintiffs have claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:
 - a. The Court enters an order granting preliminary approval of the Settlement;
 - b. The Court enters an order granting final approval of the Settlement and a Final Judgment;
 - c. If an objection has been filed, the date on which time has expired to file an appeal of the Court's grant of Final Approval; or in an objection was filed and a Notice of Appeal of the Court's grant of Final Approval of settlement was timely filed, then the date the appeal is finally resolved, with the final approval unaffected; and
 - d. Defendants do not invoke their right to revoke the Settlement as described in paragraph 11("Defendants' Option to Revoke Settlement") herein.
4. **Gross Settlement Amount.** As consideration, Defendants have agreed to pay a non-reversionary Gross Settlement Amount (or "GSA") of One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) in full and complete settlement of the Action, as follows:
 - A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
 - B. If no objections are filed, the GSA shall be deposited with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement (the filing of an objection being a prerequisite to the filing of an appeal), the GSA shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Nine Thousand Eight Hundred Fifty Dollars and Zero Cents (\$9,850.00). If the actual costs exceed Nine Thousand Eight Hundred Fifty Dollars and Zero Cents (\$9,850.00), the additional costs shall be deducted from the Gross Settlement Amount. If the actual costs are less than Nine Thousand Eight Hundred Fifty Dollars and Zero Cents (\$9,850.00), the difference will revert to the participating Class Members;

- (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), for Plaintiffs' Class Representative Enhancement Payments in recognition of their contributions to the Action and their service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Forty-Five Thousand Dollars and Zero Cents (\$45,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members; and
 - (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), will be payable to the Settlement Class as the "PAGA Amount."
- D. Defendants' share of employer-side payroll taxes shall be paid by Defendants separately, and in addition to, the Gross Settlement Amount.
- E. **Plaintiffs' Option to Rescind.** Defendants represent there are approximately 49,385 workweeks during the Class Period. If at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 54,324 workweeks or more during the Class Period), then Plaintiffs shall have the unilateral right to rescind and terminate this Settlement. However, Defendants may preempt this option by increasing the Gross Settlement Amount commensurate with the amount of increase to the number of workweeks. For example, if the number of workweeks is 18% greater than 49,385, then Defendants can preempt Plaintiffs' right to rescind by increasing the Gross Settlement Amount by 18%.
5. **Payments to the Settlement Class.** Class Members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class

Counsel's costs and expenses, Plaintiffs' Class Representative Enhancement Payments, the amount set aside as PAGA civil penalties, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Award based on the following formula:
- i. Payments to all participating Class Members: Ninety percent (90%) of the Net Settlement Amount will be distributed to all participating Class Members based on each participating Class Member's proportionate Workweeks worked during the Class Period, and will be determined by multiplying 90% of the Net Settlement Amount by a fraction, the numerator of which is the participating Class Member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Class Members during the Class Period.
 - ii. Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Class Member whose employment with Defendants ended at any time from April 22, 2016 through May 10, 2022 shall receive an equal, pro-rata share of the Waiting Time Amount.
 - iii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Class Member who was employed by Defendants at any time from April 22, 2018 through the date of preliminary approval, shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the period from April 22, 2018 to May 10, 2022.
 - iv. PAGA Amount: In addition to the NSA, each Class Member who was employed by Defendants at any time from June 15, 2019, through May 10, 2022 ("PAGA Period") (including those Class Members who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) designated as the "PAGA Amount" taken from the GSA as described above and shall be paid based on the proportionate number of Workweeks that he or she worked during the PAGA Period.
- C. Within five (5) business days after the Court enters the final approval order, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement, including the amount of the employer contribution for payroll taxes to be paid by Defendants. Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement

Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' counsel.

- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as follows: one-third (1/3) as wages; and two-thirds (2/3) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Class Member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks were not cashed within 180 days after mailing shall be redistributed to those Class Members who have cashed their checks.
- F. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and each Class Member who receives a Settlement Award are not relying on any statement or representation by the Parties in this regard. The Class Members who are receiving a Settlement Award understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their Settlement Award and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their Settlement Award.

6. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection

with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court.

7. **Class Representative Enhancement Payments.** Defendants will not object to a request for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff, for a total of Fifteen Thousand Dollars (\$15,000.00) for their time and risk in prosecuting this case, and their service to the Settlement Class. This award will be in addition to Plaintiffs' Settlement Awards as Class Members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested enhancement payments, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendants will not object to Plaintiffs' seeking permission to pay up to Nine Thousand Eight Hundred Fifty Dollars and Zero Cents (\$9,850.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Class Members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Neil Larsen of Haines Law Group, APC and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLC, as Class Counsel;
- C. Appointing Vicente Reyes and Leticia Yanez as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Class Member while employed during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Class Member; and (iv) mail a Notice Packet to each Class Member in both English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Class Member who wishes to opt out of the settlement must complete and mail or deliver a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that a Class Member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Class Members who were employed by Defendants at any time during the PAGA Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above.

- D. Objections. Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file all such objections with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Class Member's full name and current address, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Class Member shall disclose the amount of the Class Member's estimated Settlement Award as well as all of the information that was used from Defendants' records in order to calculate the Settlement Award. Class Members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Member received the Notice Packet. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an

Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants' counsel to provide notice of the proposed settlement.

11. **Defendants' Option to Revoke Settlement.** If the number of Class Members who submitted timely and valid written Requests for Exclusion is over five percent (5%) of all Class Members, Defendants shall have, in their sole discretion, the option to terminate this Settlement. If Defendants exercise the option to terminate this Settlement, they shall: (i) provide written notice to Class Counsel prior to the Final Approval Hearing and no later than seven (7) calendar days after receiving notice from the Settlement Administrator of the number of Class Members who have submitted timely and valid Requests for Exclusion; (ii) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and (iii) the Parties shall proceed in all respects as if this Agreement had not been executed.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payments, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

13. **Non-Admission of Liability.** Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. Class Counsel shall not report this Settlement in any

medium or in any publication, shall not post or report anything regarding Plaintiffs' claims on Class Counsel's website, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

15. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Linda Claxton, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.,
400 South Hope Street, Suite 1200, Los Angeles, California 90071;
linda.claxton@ogletree.com

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com.

Joseph Lavi, Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd.,
Suite 200, Beverly Hills, California 90211; jlavi@lelawfirm.com

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: May 10, 2022

Ruskin Company

By: _____

DATED: May 10, 2022

Johnson Controls, Inc.

By: _____

DATED:

Vicente Reyes

By: _____
Plaintiff and Settlement Class Representative

DATED:

Leticia Yanez

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: May 11, 2022

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

By: _____
Linda Claxton
Attorneys for Defendants

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Vicente Reyes

DATED:

LAVI & EBRAHIMIAN, LLP

By: _____
Joseph Lavi
Vincent Granberry
Attorneys for Plaintiff Leticia Yanez

DATED:

Ruskin Company

By: _____

DATED:

Johnson Controls, Inc.

By: _____

DATED:

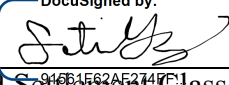
Vicente Reyes

5/4/2022

By: 
Vicente Reyes (May 4, 2022 16:29 PDT)
Plaintiff and Settlement Class Representative

DATED: 5/6/2022

Leticia Yanez

By: 
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

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

By: _____
Linda Claxton
Attorneys for Defendants

DATED: May 26, 2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Vicente Reyes

DATED: May 9, 2022

LAVI & EBRAHIMIAN, LLP

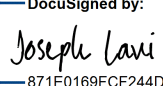
By: 
Joseph Lavi
Vincent Granberry
Attorneys for Plaintiff Leticia Yanez

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.
Riverside County Superior Court
Case No.: RIC1902599

To: All current and former hourly employees who worked for Defendants Ruskin Company and Johnson Controls, Inc. at the Mira Loma facility in California at any time from April 22, 2015 through May 10, 2022.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.*, Riverside County Superior Court Case No. RIC1902599 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendants Ruskin Company and Johnson Controls, Inc.'s (hereinafter "Defendants") records show that you were employed by Defendants as an hourly employee at the Mira Loma facility in California between April 22, 2015 and May 10, 2022 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Vicente Reyes and Leticia Yanez ("Plaintiffs") brought this Action against Defendants, seeking to assert claims on behalf of a class of all current and former hourly employees who worked for Defendants at the Mira Loma facility in California during the Class Period. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

In the Action, Plaintiffs allege that Defendants: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to timely pay all wages due or final wages due; (6) failed to furnish accurate, compliant, and itemized wage statements; (7) failed to reimburse necessary business expenses; (8) engaged in unfair, unlawful business practices; and (9) are liable for civil penalties under the Private Attorneys' General Act ("PAGA").

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state's labor law enforcement agencies. By acting as a private attorney general, an "aggrieved employee" who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state's Labor and Workforce Development Agency ("LWDA"), and the remaining 25% of penalties are distributed evenly among all aggrieved employees.

Defendants deny that they have done anything wrong. Defendants also deny that they owe Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiffs' claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policy strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Neil M. Larsen nlarsen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com LAVI & EBRAHIMIAN, LLP Joseph Lavi, Esq. Email: jlavi@lelawfirm.com Vincent C. Granberry, Esq. Email: vgranberry@lelawfirm.com Melissa A. Huether, Esq. Email: mhuether@lelawfirm.com 8889 W. Olympic Blvd., Suite 200 Beverly Hills, California 90211 Telephone: (310) 432-0000 Facsimile: (310) 432-0001	Attorneys for Defendants: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Linda Claxton Linda.claxton@ogletree.com Kimberly A. Miller Kimberly.miller@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Telephone: (213) 239-9800 Facsimile: (213) 239-9045
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former hourly employees who worked for Defendants in California at Defendants' Mira Loma location during the time period of April 22, 2015 through May 10, 2022. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below.

Defendants have agreed to pay \$1,950,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Class Members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative Enhancement Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$650,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$45,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$9,850.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award the Class Representatives an enhancement payment in the amount of \$7,500.00 each, for a total of \$15,000.00, to compensate them for their service and extra work provided on behalf of Class Members.

PAGA Payment to State of California. The parties have agreed to allocate \$100,000.00 towards the Settlement of the PAGA claims in the Action. \$75,000.00 will be paid to the State of California Labor and Workforce Development Agency (“LWDA”), representing its 75% share of the civil penalties. The remaining \$25,000.00 will be allocated to Class Members as the “PAGA Amount” as described below.

Calculation of Individual Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below). The Net Settlement Amount is estimated at approximately \$1,130,150.00.

First, 90% of the Net Settlement Amount will be allocated to all participating Class Members in proportion to the number of workweeks that they worked during the Class Period. Additionally, 5% of the Net Settlement Amount shall be designated as the “Waiting Time Amount,” and will be allocated in equal amounts to all participating Class Members whose employment with Defendants ended during the time period of April 22, 2016 and May 10, 2022. Additionally, 5% of the Net Settlement Amount shall be designated the “Wage Statement Amount,” and will be allocated to participating Class Members who were employed by Defendants at any time from April 22, 2018 through May 10, 2022, based on the proportionate number of workweeks worked during that time period. Finally, \$25,000.00 of the Gross Settlement Amount has been designated as the “PAGA Amount.” Each Class Member who was employed by Defendants at any time from June 15, 2019 through May 10, 2022 (the “PAGA Period”), including those Class Members who exclude themselves from the class action settlement, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that they worked during that PAGA Period. Each Class Member who was employed by Defendants during the PAGA Period is estimated to receive approximately \$120.77 as their share of penalties under the PAGA.

Payments to Class Members. If the Court grants final approval of the Settlement, individual Settlement Awards will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as one-third (1/3) as wages, and two-thirds (2/3) as penalties and interest. The Settlement Administrator will be responsible for issuing participating Class Members IRS Forms W-2 for the amounts allocated as “wages” and IRS Form 1099 for the amounts allocated as penalties and interest. Any payment made from the PAGA Amount shall be

treated as 100% penalties and reported on an IRS Form 1099. Class Members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendants and all of their past and present officers, directors, employees, and agents (collectively the “Released Parties”) of any and all claims alleged in the Second Amended Class and Representative Action Complaint (“SAC”), or those claims that could have been alleged based on the facts alleged in the SAC, including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due or final wages due; (f) failure to issue accurate, compliant, and itemized wage statements; (g) failure to reimburse for necessary business expenditures; and (h) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative SAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

Plaintiffs release all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff Yanez’s June 15, 2020 pre-filing PAGA letter to the Labor & Workforce Development Agency (“LWDA”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendants during the Class Period, as well as whether you separated employment with Defendants during the time period of April 22, 2016 through May 10, 2022, the proportionate number of workweeks you worked from April 22, 2108 through May 10, 2022, and the proportionate number of workweeks you worked from June 15, 2109 through May 10, 2022. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked for Defendants during the Class Period, as well as whether you separated employment with Defendants during the time period of April 22, 2016 through May 10, 2022, the proportionate number of workweeks you worked from April 22, 2108 through May 10, 2022, and the proportionate number of workweeks you worked from June 15, 2109 through May 10, 2022. The information contained in Defendants’ records regarding each of these factors, along with your estimated Settlement Award, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<INSERT ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make any adjustments approved by the Parties.
According to Defendants’ records:

- (a) you worked for Defendants in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] workweeks between April 22, 2015, and May 10, 2022 for Defendants;
- (c) you worked [REDACTED] workweeks between April 22, 2018, and May 10, 2022 for Defendants;
- (d) you worked [REDACTED] workweeks between June 15, 2019, and May 10, 2022 for Defendants; and

- (e) your employment with Defendants <<DID/DID NOT>> ended between April 22, 2016 and May 10, 2022.

Based on the above, your Settlement Award is estimated at \$ << >>. The average Settlement Award is estimated at \$3,013.73. The lowest Settlement Award to a Class Member is estimated at \$2.94. The highest Settlement Award to a Class Member is estimated at \$8,329.87.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, and shall be barred from participating in any portion of the Class Action Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 10 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.*, Riverside County Superior Court Case No. RIC1902599.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 10 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Enhancement Payments. The Final Approval Hearing may be postponed without further notice to Class Members. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 10 of the

Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit A to the Declaration of Paul K. Haines In Support of Plaintiffs' Motion For Preliminary Approval of Class Action Settlement, filed on May 26, 2022. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: RIC1902599

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR] <i>Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.</i> SETTLEMENT ADMINISTRATOR ADDRESS ADDRESS PHONE FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.*, Riverside County Superior Court Case No. RIC1902599.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *VICENTE REYES AND LETICIA YANEZ V. RUSKIN COMPANY AND JOHNSON CONTROLS, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT.

Name Telephone Number

Address

Date Signature

EXHIBIT 3

OBJECTION FORM

Vicente Reyes and Leticia Yanez v. Ruskin Company and Johnson Controls, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: RIC1902599

All objections must be mailed or delivered directly to the Settlement Administrator, [INSERT SETTLEMENT ADMINISTRATOR], at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature and basis of each objection and please attach additional pages if necessary:
