

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**  
**AGREEMENT AND LIMITED RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Richard Thompson (“Plaintiff”), on behalf of himself, on behalf of the PAGA Employees (as defined below), and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”), and Defendant Barnum & Celillo Electric, Inc. (“Defendant”), to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendant are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.”

**I. REPRESENTATIONS AND DEFINITIONS**

1. “Action” means and refers to the civil action filed in the Superior Court of the State of California for the County of Sacramento, entitled *Richard Thompson v. Barnum & Celillo Electric, Inc.*, Case No. 34-2020-00280337, filed on June 8, 2020.

2. “Agreement” or “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. “Counsel for Defendant” means and refers to Barbara Cotter of Cook Brown LLP.

4. “Court” means and refers to the Superior Court of California for the County of Sacramento. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. “Defendant” means and refers to Barnum & Celillo Electric, Inc.

6. “Effective Date” means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Approval Order and Judgment (as defined below), and (2) the Defendant has fully funded the Settlement.

7. “LWDA” means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaint” means and refers to: the First Amended Complaint, filed on September 11, 2020, in the Action.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to Plaintiff and all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period.

11. “PAGA Period” means the time period from June 8, 2019 through June 30, 2022.

12. “Parties” means and refers to, collectively, Plaintiff and Defendant, and “Party” means and refers to Parties individually.

13. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendant during the PAGA Period.

14. “Plaintiff” means Richard Thompson.

15. “Plaintiff’s Counsel” means and refers to Samuel Wong, Jessica L. Campbell, and Carolyn Bell of Aegis Law Firm, PC.

16. “Released Claims” means and refers to claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint and Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including claims under California Labor Code §§ 201, 202, 203, 204, 210, 212, 225.5, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and the applicable Wage Order(s).

17. “Released Parties” means and refers to Defendant Barnum & Celillo Electric, Inc.

18. “Settlement Administrator” means and refers to ILYM Group, Inc.

## **II. NATURE OF ACTION**

1. On June 8, 2020, Plaintiff sent a letter to the LWDA and Defendant giving notice of his intent to pursue a representative action pursuant to the PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. The letter is referred to as “Notice to the LWDA.”

2. On June 8, 2020, Plaintiff filed his Complaint as a class action lawsuit, alleging that, Defendant failed to: pay minimum wages, properly pay overtime wages, provide lawful meal

periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment as applied to non-exempt employees employed by Defendant in California.

3. On September 11, 2020, Plaintiff filed the First Amended Complaint to add a cause of action under PAGA.

4. On November 11, 2020, Defendant's filed a Motion to Compel Arbitration. Defendant's Motion to Compel Arbitration was granted on December 10, 2020. As a result, Plaintiff dismissed his individual and class claims without prejudice and proceeded solely with the PAGA cause of action. On February 1, 2021, the Court entered an order granting dismissal of Plaintiff's individual and class claims without prejudice.

5. The parties engaged in significant investigation and exchange of data and documents, as well as private mediation that took place on May 6, 2022 with mediator Jill R. Sperber, Esq. The parties did not reach an agreement on May 6, 2022. On May 17, 2020 the Parties accepted a mediator's proposal and executed an MOU.

6. This Settlement relates solely to the PAGA claims on behalf of Plaintiff and the State of California with respect to Plaintiff and all PAGA Employees. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, denies liability for the Released Claims, and further denies that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly and that the Action is without merit. Defendant has denied and continues to deny each and every material factual allegation and all alleged claims asserted against it in the Action.

7. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

8. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set

forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiff, PAGA Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the State of California, and is fair, reasonable, and adequate given the inherent risk of litigation.

### III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of himself, the State of California, and all PAGA Employees, and Defendant agrees to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendant agrees to pay the all inclusive total amount of Four Hundred Twenty-Five Thousand Dollars and zero cents (\$425,000.00) ("Gross Settlement Amount"). Subject to the pro rata increase described herein, under no circumstances will Defendant pay more than this amount. Defendant shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiff will seek approval of from the Court, in conformity with this Agreement:

- a. Payment to the Settlement Administrator in the amount of up to Ten Thousand Dollars and zero cents (\$10,000.00) ("Settlement Administration Costs");
- b. Payment of Attorneys' Fees and Costs to Plaintiff's Counsel, as set forth herein; and
- c. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein
- d. Payment of an Incentive Award to the named Plaintiff.

3. Plaintiff's Incentive Award. Plaintiff shall receive an Incentive Award of up to ten Ten Thousand Dollars (\$10,000) in exchange for a general release, including a waiver of unknown claims under Section 1542.

4. Pro Rata Increase. Defendant estimated the number of Aggrieved Employees is 560 and the number of pay periods to be 38,331. If it is determined that the number of Aggrieved

Employees exceeds 560 by more than 10% or the number of pay periods exceeds 38,331 by more than 10%, Plaintiff will have the option of voiding the Settlement.

5. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees ("PAGA Penalties") is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel, Plaintiff's Incentive Award, and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA ("LWDA Payment"), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees ("Employee Amount"), as required by California Labor Code § 2699(i).

6. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendant in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the "Per Pay Period Amount," and then each PAGA Employee's individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her "Individual Settlement Payment." Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee ("Individual Settlement Check").

7. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. As such, the Parties agree and Defendant is relying upon the assumption that no payroll taxes will be due for any payments made under this agreement. If the Settlement Administrator determines that payroll taxes are due on the penalties issued to PAGA Employees, this Agreement will be voidable by Defendant. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendant, Counsel for Defendant, or Plaintiff's Counsel, and that neither Defendant, Counsel for Defendant, nor Plaintiff's Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant's share of payroll taxes, if any, will be paid by Defendant separate from and in addition to the Gross Settlement Amount.

8. Plaintiff's Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to Forty percent (40%) of the Gross Settlement Amount, or One Hundred Thousand and Seventy Thousand Dollars and zero cents (\$170,000.00), for attorneys' fees and of up to Ten Thousand Dollars and zero cents (\$10,000.00) for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court. Should Plaintiff's Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above.

#### **IV. RELEASE OF CLAIMS**

1. Release by Plaintiff, PAGA Employees and LWDA. Upon the Effective Date, Plaintiff, the PAGA Employees, and the State of California shall fully release and forever discharge Released Parties from the Released Claims during the period from June 8, 2019 through June 30, 2022.

#### **V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(1)(2), and that a judgment with respect to the PAGA action is binding with respect to PAGA Employees upon Court approval, pursuant to California Labor Code § 2699(1) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with this Settlement. In order to comply with the requirements of California Labor Code § 2699, upon execution of this Agreement, Plaintiff's Counsel shall prepare, file and serve a motion requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, the Incentive Award and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and entering judgment ("Approval Order and Judgment").

The parties have agreed to the terms herein solely for the purposes of effectuating the Settlement. Should the Settlement be terminated for any reason, or should the Settlement not be approved by the Court or the judgment not become final, the fact that the Parties were willing to settle will not be admissible in connection with the Action. In addition, if the Settlement does not become final, and this Agreement is not approved, the terms herein will have no force or effect and this Agreement will be null and void.

## **VI. ADMINISTRATION OF THE SETTLEMENT**

1. PAGA Employee List. Defendant shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of pay periods worked during the PAGA Period (“PAGA Employee List”). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Approval Order and Judgment. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendant shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement (“Settlement Administration Account”) within ten (10) calendar days after the the Court has signed and entered the Approval Order and Judgment.

3. Payments to LWDA, Plaintiff’s Counsel, Plaintiff, and Settlement Administraor. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys’ Fees and Costs to Plaintiff’s Counsel, the Incentive Award to Plaintiff and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent (“Employee Notice”), in substantially the form that is attached hereto as “Exhibit A,” will be included in the mailing of each PAGA Employee’s Individual Settlement Check. Together, an

Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address.

5. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. The funds that remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

6. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement, such as the calculation of weeks worked, shall be resolved by the Settlement Administrator, with the consent of counsel. Any issues which cannot be resolved in this fashion shall be submitted to and resolved by the Court.

7. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

## **VII. ADDITIONAL TERMS.**

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendant, Released Parties, Plaintiff, Plaintiff's Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant

inconvenience and expenses. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendant or any of the Released Parties.

3. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

4. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement. The parties will meet and confer and agree on the language of any proposed Judgment to be submitted in connection with the Motion for Approval.

5. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

6. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendant regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

7. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied.

8. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a representative action other than for settlement purposes.

9. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

10. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

11. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

12. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This

Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

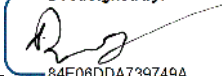
13. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

14. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

**PLAINTIFF RICHARD THOMPSON**

DATED: 8/12/2022  
Cayla Bonds

DocuSigned by:  
  
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**DEFENDANT BARNUM & CELILLO  
ELECTRIC, INC.**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
On behalf of BARNUM & CELILLO  
ELECTRICAL, INC.

**APPROVED AS TO FORM AND CONTENT:**

DATED: 8/12/2022

**AEGIS LAW FIRM, PC**

By:   
Samuel Wong

Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

13. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

14. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

**PLAINTIFF RICHARD THOMPSON**

DATED: \_\_\_\_\_  
Cayla Bonds

**DEFENDANT BARNUM & CELILLO  
ELECTRIC, INC.**

DATED: 8-11-22



By: \_\_\_\_\_  
On behalf of BARNUM & CELILLO  
ELECTRICAL, INC.

**APPROVED AS TO FORM AND CONTENT:**

DATED: \_\_\_\_\_

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Samuel Wong

Jessica L. Campbell  
Carolyn M. Bell  
Attorneys for Plaintiff

DATED: August 15, 2022

**COOK BROWN, LLP**

By:   
Barbara Cotter  
Attorneys for Defendant

**Exhibit A**  
Employee Notice

<<Mailing Date>>

To: <<First Name>><<Last Name>>  
<<Address>>  
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Richard Thompson v. Barnum & Celillo Electric, Inc.*  
Sacramento County Superior Court, Case No. 34-2020-00280337

Dear <<First Name>><<Last Name>>:

Enclosed is a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Richard Thompson v Barnum & Celillo Electric, Inc.*, Case No. 34-2020-00280337 (“Action”), pending in the Superior Court of California for the County of Sacramento (“Court”).

That case was filed against Barnum & Celillo Inc. pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated non-exempt employees of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

In this case Plaintiff claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that it owes any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

**Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.** If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.