

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Glenn Lawrence Galluccio and Bryan Cioffi (“Plaintiffs”) and defendants PPG Architectural Finishes, Inc. (“PAF”) and PPG Industries, Inc. (“PII”) (collectively, “Defendants”). The Agreement refers to Plaintiffs and PPG collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Glenn Lawrence Galluccio v. PPG Architectural Finishes, Inc. et al.*, initiated on September 24, 2020 as Case No. 20STCV36799 (hereinafter referred to as the “Galluccio matter”), and *Bryan Cioffi v. PPG Architectural Finishes, Inc.*, initiated on September 22, 2020 as Case No. 20VECV01052 (hereinafter referred to as the “Cioffi matter”), both pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have worked in California for PAF during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees who have worked in California for PAF at any time during the Class Period.
- 1.6. “Class Counsel” means Jake D. Finkel, of the Finkel Firm (counsel in the *Galluccio* matter) and Daniel F. Gaines, Alex P. Katofsky, and Evan S. Gaines of Gaines & Gaines, APLC (counsel in the *Cioffi* matter).

- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from September 22, 2016 to November 15, 2022.
- 1.13. "Class Representatives" means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as Class Representatives.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 1.16. "Defendant PAF" means PPG Architectural Finishes, Inc.
- 1.17. "Defendant PII" means PPG Industries, Inc.

- 1.18. "Defendants" means PPG Architectural Finishes, Inc. and PPG Industries, Inc., collectively.
- 1.19. "Defense Counsel" means Shiva Shirazi Davoudian and Lauren Manso of Littler Mendelson, P.C.
- 1.20. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.23. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.24. "Gross Settlement Amount" means Nine Hundred Thirty-Five Thousand Dollars (\$935,000) which is the total amount Defendants jointly and severally agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.
- 1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.27. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.28. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for PAF for at least one day during the PAGA Period.
- 1.33. "PAGA Period" means the period from June 2, 2019 to November 15, 2022.
- 1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. "PAGA Notices" means Plaintiff Galluccio's June 2, 2020 letter to Defendants and the LWDA and Plaintiff Cioffi's July 13, 2020 letter to PAF and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. "PAGA Penalties" means Fifty Thousand Dollars (\$50,000), to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.38. "Plaintiff Galluccio" means Plaintiff Glenn Galluccio.
- 1.39. "Plaintiff Cioffi" means Plaintiff Bryan Cioffi.
- 1.40. "Plaintiffs" means Glenn Galluccio and Bryan Cioffi, the named plaintiffs in the Actions, collectively.
- 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.44. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.45. "Released Parties" means: Defendants and each of their former, present and future, directors, officers, shareholders, owners, , attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries and affiliates.
- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.48. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.49. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement,

not to exceed Twenty Thousand Dollars (\$20,000.00), subject to good faith quotes obtained by Class Counsel.

1.50. "Total Weeks Worked" means the aggregate total number of Workweeks worked by all Settlement Class Members during the Class Period.

1.51. "Workweek" means any regular workweek during which a Class Member worked for PAF for at least one day, during the Class Period.

2. RECITALS.

2.1. On September 22, 2020, Plaintiff Cioffi filed a representative PAGA action against Defendant PAF for alleged wage and hour violations. On December 14, 2020, Plaintiff Cioffi filed a First Amended Complaint adding class action causes of action. The First Amended Complaint is the operative complaint in the *Cioffi* matter (the "*Cioffi* Operative Complaint").

2.2. On September 24, 2020, Plaintiff Galluccio filed a class and representative PAGA action against Defendants for various wage and hour violations. The Complaint is the operative complaint in the *Galluccio* matter (the "*Galluccio* Operative Complaint").

2.3. Defendants deny the allegations in the *Galluccio* Operative Complaint and the *Cioffi* Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.5. On June 16, 2022, the Parties participated in an all-day mediation presided over by Lisa Klerman, and had further settlement discussions after the mediation which led to this Agreement to settle the Action via a mediator's proposal.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, documents and information, including copies of applicable wage and hour policies, Class-related statistics, and time and pay records for a sample set of Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*

1 v. *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
2 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3 2.7. The Court has not granted class certification. The Parties stipulate and agree to the class
4 certification of this Action for purposes of this Settlement only. Should the Settlement
5 not become final and effective as herein provided, class certification shall immediately
6 be set aside, and the Settlement Class immediately decertified. The Parties’ willingness
7 to stipulate to class certification as part of the Settlement shall have no bearing on, and
8 shall not be admissible in or considered in connection with, the issue of whether a class
9 should be certified in a non-settlement context in this Action and shall have no bearing
10 on, and shall not be admissible or considered in connection with, the issue of whether
11 a class should be certified in any other lawsuit.

12 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
13 any other pending matter or action asserting claims that will be extinguished or affected
14 by the Settlement.

15 **3. MONETARY TERMS.**

16 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
17 Defendants promise to jointly and severally pay Nine Hundred Thirty-Five Thousand
18 Dollars (\$935,000.00) and no more as the Gross Settlement Amount, and to separately
19 pay any and all employer payroll taxes owed on the Wage Portions of the Individual
20 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount
21 (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement.
22 The Administrator will disburse the entire Gross Settlement Amount without asking or
23 requiring Participating Class Members or Aggrieved Employees to submit any claim
24 as a condition of payment. None of the Gross Settlement Amount will revert to
25 Defendants.

26 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
27 the following payments from the Gross Settlement Amount, in the amounts specified
28 by the Court in the Final Approval:

1 3.2.1. To Plaintiff Galluccio: Class Representative Service Payment of not more than
2 Five Thousand Dollars (\$5,000.00), in addition to any Individual Class Payment
3 and any Individual PAGA Payment that Plaintiff Galluccio is entitled to receive
4 as a Participating Class Member. Defendants will not oppose Plaintiff
5 Galluccio's request for Class Representative Service Payment that does not
6 exceed this amount. As part of the motion for Class Counsel Fees Payment and
7 Class Litigation Expenses Payment, Plaintiff Galluccio will seek Court
8 approval for any Class Representative Service Payments no later than 16 court
9 days prior to the Final Approval Hearing. If the Court approves a Class
10 Representative Service Payment less than the amount requested, the
11 Administrator will retain the remainder in the Net Settlement Amount. The
12 Administrator will pay the Class Representative Service Payment using IRS
13 Form 1099. Plaintiff Galluccio assumes full responsibility and liability for
14 employee taxes owed on the Class Representative Service Payment.

15 3.2.2. To Plaintiff Cioffi: Class Representative Service Payment of not more than
16 Five Thousand Dollars (\$5,000.00), in addition to any Individual Class
17 Payment and any Individual PAGA Payment that Plaintiff Cioffi is entitled to
18 receive as a Participating Class Member. Defendants will not oppose Plaintiff
19 Cioffi's request for Class Representative Service Payment that does not exceed
20 this amount. As part of the motion for Class Counsel Fees Payment and Class
21 Litigation Expenses Payment, Plaintiff Cioffi will seek Court approval for any
22 Class Representative Service Payments no later than 16 court days prior to the
23 Final Approval Hearing. If the Court approves a Class Representative Service
24 Payment less than the amount requested, the Administrator will retain the
25 remainder in the Net Settlement Amount. The Administrator will pay the Class
26 Representative Service Payment using IRS Form 1099. Plaintiff Cioffi assumes
27 full responsibility and liability for employee taxes owed on the Class
28 Representative Service Payment.

1 3.2.3. To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%
2 of the Gross Settlement Amount, which is currently estimated to be Three
3 Hundred Eleven Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six
4 Cents (\$311,666.66) and a Class Counsel Litigation Expenses Payment of not
5 more than Thirty Thousand Dollars (\$30,000.00). Defendants will not oppose
6 requests for these payments provided that they do not exceed these amounts.
7 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees
8 Payment and Class Litigation Expenses Payment no later than 16 court days
9 prior to the Final Approval Hearing. If the Court approves a Class Counsel
10 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
11 the amounts requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. Released Parties shall have no liability to Class Counsel
13 or any other Plaintiff's Counsel arising from any claim to any portion any Class
14 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
15 Administrator will pay the Class Counsel Fees Payment and Class Counsel
16 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
17 full responsibility and liability for taxes owed on the Class Counsel Fees
18 Payment and the Class Counsel Litigation Expenses Payment and holds
19 Defendants harmless, and indemnifies Defendants, from any dispute or
20 controversy regarding any division or sharing of any of these Payments.

21 3.2.4. To the Administrator: An Administrator Expenses Payment not to exceed
22 Twenty Thousand Dollars (\$20,000.00), except for a showing of good cause
23 and as approved by the Court. To the extent the Administration Expenses are
24 less, or the Court approves payment less than \$20,000.00, the Administrator
25 will retain the remainder in the Net Settlement Amount.

26 3.2.5. To Each Participating Class Member: An Individual Class Payment calculated
27 by (a) dividing the Net Settlement Amount by the total number of Workweeks
28

1 worked by all Participating Class Members during the Class Period and (b)
2 multiplying the result by each Participating Class Member's Workweeks.

3 3.2.5.1. Tax Allocation of Individual Class Payments. 20% of each Participating
4 Class Member's Individual Class Payment will be allocated to
5 settlement of wage claims (the "Wage Portion"). The Wage Portions
6 are subject to tax withholding and will be reported on an IRS W-2 Form.
7 40% of each Participating Class Member's Individual Class Payment
8 will be allocated to settlement of claims for interest, and 40% of each
9 Participating Class Member's Individual Class Payment will be
10 allocated to settlement of claims for penalties (the "Non-Wage
11 Portion"). The Non-Wage Portions are not subject to wage
12 withholdings and will be reported on IRS 1099 Forms. Participating
13 Class Members assume full responsibility and liability for any employee
14 taxes owed on their Individual Class Payment.

15 3.2.5.2. Effect of Non-Participating Class Members on Calculation of Individual
16 Class Payments. Non-Participating Class Members will not receive any
17 Individual Class Payments. The Administrator will retain amounts
18 equal to their Individual Class Payments in the Net Settlement Amount
19 for distribution to Participating Class Members on a pro rata basis.

20 3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
21 Fifty Thousand Dollars (\$50,000.00) to be paid from the Gross Settlement
22 Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25%
23 (\$12,500) allocated to the Individual PAGA Payments.

24 3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a)
25 dividing the amount of the Aggrieved Employees' 25% share of PAGA
26 Penalties (\$12,500) by the total number of PAGA Period Pay Periods
27 worked by all Aggrieved Employees during the PAGA Period and (b)
28 multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that from September 24, 2016 to April 24, 2022 there were approximately 396 Class Members who collectively worked no more than a total of 53,814 Workweeks, and 257 Aggrieved Employees who worked no more than a total of 19,726 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

1 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund
2 the Gross Settlement Amount, the Administrator will mail checks for all Individual
3 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
4 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
5 Litigation Expenses Payment, and the Class Representative Service Payment.
6 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
7 Expenses Payment and the Class Representative Service Payment shall not precede
8 disbursement of Individual Class Payments and Individual PAGA Payments.

9 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
10 Individual PAGA Payments and send them to the Class Members via First Class
11 U.S. Mail, postage prepaid. The face of each check shall prominently state the
12 date (not less than 180 days after the date of mailing) when the check will be
13 voided. The Administrator will cancel all checks not cashed by the void date.
14 The Administrator will send checks for Individual Class Payments to all
15 Participating Class Members (including those for whom Class Notice was
16 returned undelivered). The Administrator will send checks for Individual
17 PAGA Payments to all Aggrieved Employees including Non-Participating
18 Class Members who qualify as Aggrieved Employees (including those for
19 whom Class Notice was returned undelivered). The Administrator may send
20 Participating Class Members a single check combining the Individual Class
21 Payment and the Individual PAGA Payment. Before mailing any checks, the
22 Settlement Administrator must update the recipients' mailing addresses using
23 the National Change of Address Database.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all other
25 Class Members whose checks are returned undelivered without USPS
26 forwarding address. Within 7 days of receiving a returned check the
27 Administrator must re-mail checks to the USPS forwarding address provided or
28 to an address ascertained through the Class Member Address Search. The

1 Administrator need not take further steps to deliver checks to Class Members
2 whose re-mailed checks are returned as undelivered. The Administrator shall
3 promptly send a replacement check to any Class Member whose original check
4 was lost or misplaced, requested by the Class Member prior to the void date.

5 4.4.3. For any Class Member whose Individual Class Payment check or Individual
6 PAGA Payment check is uncashed and cancelled after the void date, the
7 Administrator shall transmit the funds represented by such checks to the
8 California Controller's Unclaimed Property Fund in the name of the Class
9 Member, thereby leaving no "unpaid residue" subject to the requirements of
10 California Code of Civil Procedure Section 384, subd. (b).

11 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
12 shall not obligate Defendants to confer any additional benefits or make any
13 additional payments to Class Members (such as 401(k) contributions or
14 bonuses) beyond those specified in this Agreement.

15 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
16 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of
17 the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release
18 claims against all Released Parties as follows:

19 5.1. Plaintiffs' Release. Plaintiffs, and each of them, and each of their respective former
20 and present spouses, representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns generally, release and discharge Released Parties from all
22 claims rights, demands, liabilities, and causes of action, whether statutory, in tort,
23 contract, or otherwise, alleged in the Actions and PAGA Notices, or that could have
24 been alleged based on the facts pleaded in the Actions and PAGA Notices, arising
25 during the period from September 22, 2016 through the date of Preliminary Approval,
26 including claims under the California Labor Code, California Industrial Welfare
27 Commission Wage Orders, regulations, and/or other provisions of law, for failure to
28 pay wages (including minimum wages, regular wages, overtime wages, failure to pay

1 overtime at the regular rate, double time wages, reporting time wages, vacation wages
2 & shift differentials), failure to provide compliant meal periods and associated
3 premium pay, failure to provide compliant rest periods and associated premium pay,
4 failure to provide compliant wage statements, failure to timely pay wages upon
5 termination of employment, failure to timely pay wages during employment, failure to
6 maintain requisite payroll records, unreimbursed business expenses, including Labor
7 Code sections section 201, 202, 203, 204, 221, 222, 223, 226, 226.3, 226.7, 510, 512,
8 558.1, 1174, 1194, 1197, 558, 2802 and 2699, and unfair or unlawful business practices
9 in violation of California Business and Professions Code § 17200, et seq. Plaintiffs
10 acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
11 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,
12 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
13 such different or additional facts or Plaintiff's discovery of them.

14 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
15 purposes of Plaintiffs' Release, Plaintiffs, and each of them, expressly waive
16 and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
17 California Civil Code, which reads:

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

27 5.2. Released Class Claims: All Participating Class Members, on behalf of themselves and
28 their respective former and present representatives, agents, attorneys, heirs,
administrators, successors, and assigns, release Released Parties from all claims rights,
demands, liabilities, and causes of action, whether statutory, in tort, contract, or
otherwise, alleged in the Actions and the PAGA Notices, or that could have been
alleged based on the facts pleaded in the Actions and the PAGA Notices, arising during

1 the Class Period during Class Members' employment by PAF in non-exempt positions
2 in California, including claims under the California Labor Code, California Industrial
3 Welfare Commission Wage Orders, regulations, and/or other provisions of law, for
4 failure to pay wages (including minimum wages, regular wages, overtime wages,
5 failure to pay overtime at the regular rate, double time wages, reporting time wages,
6 vacation wages and shift differentials), failure to provide compliant meal periods and
7 associated premium pay, failure to provide compliant rest periods and associated
8 premium pay, failure to provide compliant wage statements, failure to timely pay wages
9 upon termination of employment, failure to timely pay wages during employment,
10 failure to maintain requisite payroll records, and failure to reimburse business expenses,
11 including Labor Code sections section 201, 202, 203, 204, 221, 222, 223, 226, 226.3,
12 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 2802 and 2699, and unfair or unlawful
13 business practices in violation of California Business and Professions Code § 17200,
14 *et seq.*, related to the above claims. The Class Release also means any claims, rights,
15 demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations,
16 attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever
17 kind or nature, and causes of action, that could potentially arise from the receipt of any
18 monies as a result of this Settlement by any member of the Settlement Class.

19 5.3. Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf
20 of themselves and their respective former and present representatives, agents,
21 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
22 claims, rights, demands, liabilities and causes of action, whether in law or equity, under
23 the Private Attorneys General Act ("PAGA"), arising from the same facts and/or claims
24 alleged against Defendants in the Actions and the PAGA Notices, that were pled or that
25 could have been pled, and arising during the PAGA Period during Aggrieved
26 Employees' employment by PAF in non-exempt positions in California, including
27 PAGA civil penalties for failure to pay wages (including minimum wages, regular
28 wages, overtime wages, failure to pay overtime at the regular rate, double time wages,

1 reporting time wages, vacation wages and shift differentials), failure to provide
2 compliant meal periods and associated premium pay, failure to provide compliant rest
3 periods and associated premium pay, failure to provide compliant wage statements,
4 failure to timely pay wages upon termination of employment, failure to timely pay
5 wages during employment, failure to maintain requisite payroll records, and failure to
6 unreimbursed business expenses, including Labor Code sections section 201, 202, 203,
7 204, 221, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 2802
8 and 2699, and all related statutory and civil penalties, interest, fees, and costs. In light
9 of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias*
10 *v. Superior Ct. (Dairy)* (2009) 46 Cal. 4th 969, PAGA Members who exclude
11 themselves from the settlement of class claims shall still receive an individual PAGA
12 payment and be subject to this PAGA Release.

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

16 6.1. PAF's Declaration in Support of Preliminary Approval. Within 5 days of the full
17 execution of this Agreement, Defendants' counsel will prepare and deliver to Class
18 Counsel a signed Declaration from PAF and Defense Counsel disclosing all facts
19 relevant to any actual or potential conflicts of interest with the Administrator. In their
20 Declarations, Defense Counsel and PAF shall aver that they are not aware of any other
21 pending matter or action asserting claims that will be extinguished or adversely affected
22 by the Settlement.

23 6.2. Plaintiff's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
24 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
25 notice, and memorandum in support, of the Motion for Preliminary Approval that
26 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of
27 the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
28 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;

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

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

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4. Notice to Class Members.

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class

1 Members identified in the Class Data, via first-class United States Postal
2 Service ("USPS") mail, the Class Notice, with Spanish translation, if
3 applicable, substantially in the form attached to this Agreement as **Exhibit A**.
4 The first page of the Class Notice shall prominently estimate the dollar amounts
5 of any Individual Class Payment and/or Individual PAGA Payment payable to
6 the Class Member, and the number of Workweeks and PAGA Pay Periods (if
7 applicable) used to calculate these amounts. Before mailing Class Notices, the
8 Administrator shall update Class Member addresses using the National Change
9 of Address database.

10 7.4.3. Not later than 5 business days after the Administrator's receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
12 Class Notice using any forwarding address provided by the USPS. If the USPS
13 does not provide a forwarding address, the Administrator shall conduct a Class
14 Member Address Search, and re-mail the Class Notice to the most current
15 address obtained. The Administrator has no obligation to make further attempts
16 to locate or send Class Notice to Class Members whose Class Notice is returned
17 by the USPS a second time.

18 7.4.4. The deadlines for Class Members' written objections, Challenges to
19 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
20 an additional 14 days beyond the 45 days otherwise provided in the Class Notice
21 for all Class Members whose notice is re-mailed. The Administrator will
22 inform the Class Member of the extended deadline with the re-mailed Class
23 Notice.

24 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class
26 Data and should have received Class Notice, the Parties will expeditiously meet
27 and confer in person or by telephone, and in good faith, in an effort to agree on
28 whether to include them as Class Members. If the Parties agree, such persons

1 will be Class Members entitled to the same rights as other Class Members, and
2 the Administrator will send, via email or overnight delivery, a Class Notice
3 requiring them to exercise options under this Agreement not later than 14 days
4 after receipt of Class Notice, or the deadline dates in the Class Notice, which
5 ever are later.

6 7.5. Requests for Exclusion (Opt-Outs).

7 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
8 Settlement must send the Administrator, by fax, email, or mail, a signed written
9 Request for Exclusion not later than 45 days after the Administrator mails the
10 Class Notice (plus an additional 14 days for Class Members whose Class Notice
11 is re-mailed). A Request for Exclusion is a letter from a Class Member or
12 his/her representative that reasonably communicates the Class Member's
13 election to be excluded from the Settlement and includes the Class Member's
14 name, address and email address or telephone number. To be valid, a Request
15 for Exclusion must be timely faxed, emailed, or postmarked by the Response
16 Deadline.

17 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
18 fails to contain all the information specified in the Class Notice. The
19 Administrator shall accept any Request for Exclusion as valid if the
20 Administrator can reasonably ascertain the identity of the person as a Class
21 Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to
23 challenge. If the Administrator has reason to question the authenticity of a
24 Request for Exclusion, the Administrator may demand additional proof of the
25 Class Member's identity. The Administrator's determination of authenticity
26 shall be final and not appealable or otherwise susceptible to challenge.

27 7.5.3. Every Class Member who does not submit a timely and valid Request for
28 Exclusion is deemed to be a Participating Class Member under this Agreement,

1 entitled to all benefits and bound by all terms and conditions of the Settlement,
2 including the Participating Class Members' Releases under Paragraphs 5.2 and
3 5.3 of this Agreement, regardless whether the Participating Class Member
4 actually receives the Class Notice or objects to the Settlement.

5 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
6 a Non-Participating Class Member and shall not receive an Individual Class
7 Payment or have the right to object to the class action components of the
8 Settlement. Because future PAGA claims are subject to claim preclusion upon
9 entry of the Judgment, Non-Participating Class Members who are Aggrieved
10 Employees are deemed to release the claims identified in Paragraph 5.3 of this
11 Agreement and are eligible for an Individual PAGA Payment.

12 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
13 the Administrator mails the Class Notice (plus an additional 14 days for Class Members
14 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
15 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
16 Class Member may challenge the allocation by communicating with the Administrator
17 via fax, email or mail. The Administrator must encourage the challenging Class
18 Member to submit supporting documentation. In the absence of any contrary
19 documentation, the Administrator is entitled to presume that the Workweeks contained
20 in the Class Notice are correct so long as they are consistent with the Class Data. The
21 Administrator's determination of each Class Member's allocation of Workweeks
22 and/or Pay Periods shall be final and not appealable or otherwise susceptible to
23 challenge. The Administrator shall promptly provide copies of all challenges to
24 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
25 and the Administrator's determination the challenges.

26 7.7. Objections to Settlement.

27 7.7.1. Only Participating Class Members may object to the class action components
28 of the Settlement and/or this Agreement, including contesting the fairness of

1 the Settlement, and/or amounts requested for the Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment and/or Class Representative
3 Service Payment.

4 7.7.2. Participating Class Members may send written objections to the Administrator,
5 by fax, email, or mail. In the alternative, Participating Class Members may
6 appear in Court (or hire an attorney to appear in Court) to present verbal
7 objections at the Final Approval Hearing. A Participating Class Member who
8 elects to send a written objection to the Administrator must do so not later than
9 45 days after the Administrator's mailing of the Class Notice (plus an additional
10 14 days for Class Members whose Class Notice was re-mailed).

11 7.7.3. Non-Participating Class Members have no right to object to any of the class
12 action components of the Settlement.

13 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
14 be performed or observed by the Administrator contained in this Agreement or
15 otherwise.

16 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
17 establish and maintain and use an internet website to post information of interest
18 to Class Members including the date, time and location for the Final Approval
19 Hearing and copies of the Settlement Agreement, Motion for Preliminary
20 Approval, the Preliminary Approval, the Class Notice, the Motion for Final
21 Approval, the Motion for Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment and Class Representative Service Payment, the
23 Final Approval and the Judgment. The Administrator will also maintain and
24 monitor an email address and a toll-free telephone number to receive Class
25 Member calls, faxes and emails.

26 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their
28 validity. Not later than 5 days after the expiration of the deadline for submitting

1 Requests for Exclusion, the Administrator shall email a list to Class Counsel
2 and Defense Counsel containing (a) the names and other identifying
3 information of Class Members who have timely submitted valid Requests for
4 Exclusion ("Exclusion List"); (b) the names and other identifying information
5 of Class Members who have submitted invalid Requests for Exclusion; (c)
6 copies of all Requests for Exclusion from Settlement submitted (whether valid
7 or invalid).

8 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
9 reports to Class Counsel and Defense Counsel that, among other things, tally
10 the number of: Class Notices mailed or re-mailed, Class Notices returned
11 undelivered, Requests for Exclusion (whether valid or invalid) received,
12 objections received, challenges to Workweeks and/or Pay Periods received
13 and/or resolved, and checks mailed for Individual Class Payments and
14 Individual PAGA Payments ("Weekly Report"). The Weekly Reports must
15 include provide the Administrator's assessment of the validity of Requests for
16 Exclusion and attach copies of all Requests for Exclusion and objections
17 received.

18 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
19 to address and make final decisions consistent with the terms of this Agreement
20 on all Class Member challenges over the calculation of Workweeks and/or Pay
21 Periods. The Administrator's decision shall be final and not appealable or
22 otherwise susceptible to challenge.

23 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which
24 Plaintiffs are required to file the Motion for Final Approval of the Settlement,
25 the Administrator will provide to Class Counsel and Defense Counsel, a signed
26 declaration suitable for filing in Court attesting to its due diligence and
27 compliance with all of its obligations under this Agreement, including, but not
28 limited to, its mailing of Class Notice, the Class Notices returned as

1 undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
2 the total number of Requests for Exclusion from Settlement it received (both
3 valid or invalid), the number of written objections and attach the Exclusion List.
4 The Administrator will supplement its declaration as needed or requested by the
5 Parties and/or the Court. Class Counsel is responsible for filing the
6 Administrator's declaration(s) in Court.

7 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
8 Administrator disburses all funds in the Gross Settlement Amount, the
9 Administrator will provide Class Counsel and Defense Counsel with a final
10 report detailing its disbursements by employee identification number only of all
11 payments made under this Agreement. At least 15 days before any deadline set
12 by the Court, the Administrator will prepare, and submit to Class Counsel and
13 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
14 disbursement of all payments required under this Agreement. Class Counsel is
15 responsible for filing the Administrator's declaration in Court.

16 8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** PAF certifies that the number
17 of workweeks for all Settlement Class Members from September 24, 2016 to April 24, 2022 is
18 no more than 53,814 ("Certified Workweek Amount"). This Settlement is based on the
19 aforementioned data. In their sole discretion, Defendants may select an end date of the Class
20 Period and PAGA Period up to November 15, 2022, but no earlier than April 24, 2022. In the
21 event that Defendants, at their sole discretion, select an end date to the Class Period and PAGA
22 Period, such that the workweeks by Class Members included in the settlement of this Action
23 increases by more than 10% (i.e. more than 5,381 additional work weeks in excess of the
24 Certified Workweek Amount, such that the final workweeks being released are greater than
25 59,195), the Gross Settlement Amount shall be increased by the additional percentage
26 difference between the Certified Workweek Amount and the actual number of workweeks for
27 the Settlement Class Members during this time period.
28

1 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
2 identified in the Exclusion List exceeds 10% of the total outstanding workweeks of all Class
3 Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The
4 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force
5 or effect whatsoever, and that neither Party will have any further obligation to perform under
6 this Agreement; provided, however, Defendants will remain responsible for paying all
7 Settlement Administration Expenses incurred to that point. Defendants must notify Class
8 Counsel and the Court of its election to withdraw not later than seven court days after the
9 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
10 effect.

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

20 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
21 by a Participating Class Member, including the right to file responsive documents in
22 Court no later than five court days prior to the Final Approval Hearing, or as otherwise
23 ordered or accepted by the Court.

24 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the
26 scope of release to be granted by Class Members), the Parties will expeditiously work
27 together in good faith to address the Court's concerns by revising the Agreement as
28 necessary to obtain Final Approval. The Court's decision to award less than the

1 amounts requested for the Class Representative Service Payment, Class Counsel Fees
2 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
3 Payment shall not constitute a material modification to the Agreement within the
4 meaning of this paragraph.

5 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
6 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
7 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
8 administration matters, and (iii) addressing such post-Judgment matters as are
9 permitted by law.

10 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the Class Counsel Fees Payment
12 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement,
13 the Parties, their respective counsel, and all Participating Class Members who did not
14 object to the Settlement as provided in this Agreement, waive all rights to appeal from
15 the Judgment, including all rights to post-judgment and appellate proceedings, the right
16 to file motions to vacate judgment, motions for new trial, extraordinary writs, and
17 appeals. The waiver of appeal does not include any waiver of the right to oppose such
18 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
19 to perform under this Agreement will be suspended until such time as the appeal is
20 finally resolved and the Judgment becomes final, except as to matters that do not affect
21 the amount of the Net Settlement Amount.

22 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
24 a material modification of this Agreement (including, but not limited to, the scope of
25 release to be granted by Class Members), this Agreement shall be null and void. The
26 Parties shall nevertheless expeditiously work together in good faith to address the
27 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,
28 on a 50-50 basis, any additional Administration Expenses reasonably incurred after

1 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
2 Class Representative Service Payment or any payments to Class Counsel shall not
3 constitute a material modification of the Judgment within the meaning of this
4 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

8 **12. ADDITIONAL PROVISIONS.**

9 12.1. No Admission of Liability, Class Certification or Representative Manageability for
10 Other Purposes. This Agreement represents a compromise and settlement of highly
11 disputed claims. Nothing in this Agreement is intended or should be construed as an
12 admission by Defendants that any of the allegations in the Operative Complaint have
13 merit or that Defendants have any liability for any claims asserted; nor should it be
14 intended or construed as an admission by Plaintiffs that Defendants' defenses in the
15 Action have merit. The Parties agree that class certification and representative
16 treatment is for purposes of this Settlement only. If, for any reason the Court does grant
17 Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right
18 to contest certification of any class for any reasons, and Defendants reserve all available
19 defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
20 certification on any grounds available and to contest Defendants' defenses. The
21 Settlement, this Agreement and Parties' willingness to settle the Action will have no
22 bearing on, and will not be admissible in connection with, any litigation (except for
23 proceedings to enforce or effectuate the Settlement and this Agreement).

24 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants
25 and Defense Counsel separately agree that, until the Motion for Preliminary Approval
26 of Settlement is filed, they and each of them will not disclose, disseminate and/or
27 publicize, or cause or permit another person to disclose, disseminate or publicize, any
28 of the terms of the Agreement directly or indirectly, specifically or generally, to any

1 person, corporation, association, government agency, or other entity except: (1) to the
2 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
3 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
4 report income to appropriate taxing authorities; (4) in response to a court order or
5 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
6 government agency. Each Party agrees to immediately notify each other Party of any
7 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,
8 Class Counsel, Defendants and Defense Counsel separately agree not to, directly or
9 indirectly, initiate any conversation or other communication, before the filing of the
10 Motion for Preliminary Approval, any with third party regarding this Agreement or the
11 matters giving rise to this Agreement except to respond only that "the matter was
12 resolved," or words to that effect. This paragraph does not restrict Class Counsel's
13 communications with Class Members in accordance with Class Counsel's ethical
14 obligations owed to Class Members.

15 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement,
17 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict
18 Class Counsel's ability to communicate with Class Members in accordance with Class
19 Counsel's ethical obligations owed to Class Members.

20 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations,
23 warranties, covenants, or inducements made to or by any Party.

24 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
28

1 required to effectuate the terms of this Agreement including any amendments to this
2 Agreement.

3 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
4 best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and
6 supplementing points and authorities as requested by the Court. In the event the Parties
7 are unable to agree upon the form or content of any document necessary to implement
8 the Settlement, or on any modification of the Agreement that may become necessary
9 to implement the Settlement, the Parties will seek the assistance of a mediator and/or
10 the Court for resolution.

11 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity and portion of any liability, claim,
14 demand, action, cause of action, or right released and discharged by the Party in this
15 Settlement.

16 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel
17 are providing any advice regarding taxes or taxability, nor shall anything in this
18 Settlement be relied upon as such within the meaning of United States Treasury
19 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

20 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all
22 Parties or their representatives, and approved by the Court.

23 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
24 the benefit of, the successors of each of the Parties.

25 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
26 governed by and interpreted according to the internal laws of the state of California,
27 without regard to conflict of law principles.
28

- 1 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis
3 that the Party was the drafter or participated in the drafting.
- 4 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of
6 information shall survive the execution of this Agreement.
- 7 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
8 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
9 Counsel by Defendants in connection with the mediation, other settlement negotiations,
10 or in connection with the Settlement, may be used only with respect to this Settlement,
11 and no other purpose, and may not be used in any way that violates any existing
12 contractual agreement, statute, or rule of court. Not later than 90 days after the date
13 when the Court discharges the Administrator's obligation to provide a Declaration
14 confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper
15 and electronic versions of Class Data received from Defendants unless, prior to the
16 Court's discharge of the Administrator's obligation, Defendants makes a written
17 request to Class Counsel for the return, rather than the destructions, of Class Data.
- 18 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this
20 Agreement.
- 21 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls
23 on a weekend or federal legal holiday, such date or deadline shall be on the first
24 business day thereafter.
- 25 12.17. Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given
27 as of the third business day after mailing by United States mail, or the day sent by email
28 or messenger, addressed as follows:

To Plaintiffs:

Jake D. Finkel, Esq.
jake@finkelfirm.com
THE FINKEL FIRM
3470 Wilshire Blvd., Suite 830
Los Angeles, CA 90010
Telephone: 213.787.7411
Facsimile: 323.916.0521

Daniel F. Gaines, Esq.
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GAINES & GAINES, APLC
4550 East Thousand Oaks Blvd.,
Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
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To Defendants:

Shiva S. Davoudian, Esq.
sdavoudian@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90071
Telephone: 213.443.4300
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LITTLER MENDELSON P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Telephone: 213.443.4300
Fax No.: 213.443.4299

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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Glenn Galluccio

Plaintiff Glenn Lawrence Galluccio

Plaintiff Bryan Cioffi

Jake Finkel

Jake Finkel, Esq.
Counsel For Plaintiff Lawrence Galluccio

Daniel Gaines, Esq.
Counsel For Plaintiff Bryan Cioffi

William Adams, for Defendants PPG
Architectural Finishes, Inc. and PPG Industries,
Inc.

Shiva Shirazi Davoudian, Esq.
Counsel For Defendants PPG Architectural
Finishes, Inc. and PPG Industries, Inc.

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Plaintiff Glenn Lawrence Galluccio



Plaintiff Bryan Cioffi

Jake Finkel, Esq.
Counsel For Plaintiff Lawrence Galluccio



Daniel Gaines, Esq.
Counsel For Plaintiff Bryan Cioffi

William Adams, for Defendants PPG
Architectural Finishes, Inc. and PPG Industries,
Inc.

Shiva Shirazi Davoudian, Esq.
Counsel For Defendants PPG Architectural
Finishes, Inc. and PPG Industries, Inc.

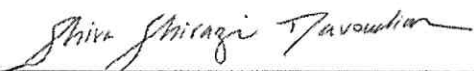
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2 Plaintiff Glenn Lawrence Galluccio

Plaintiff Bryan Cioffi

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6 Jake Finkel, Esq.
Counsel For Plaintiff Lawrence Galluccio

Daniel Gaines, Esq.
Counsel For Plaintiff Bryan Cioffi

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10 William Adams, for Defendants PPG
11 Architectural Finishes, Inc. and PPG Industries,
12 Inc.


13 Shiva Shirazi Davoudian, Esq.
14 Counsel For Defendants PPG Architectural
15 Finishes, Inc. and PPG Industries, Inc.

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EXHIBIT A

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

3 *Glenn Lawrence Galluccio v. PPG Architectural Finishes, Inc. et al.*, Superior Court of California,
4 Los Angeles County Case No. 20STCV36799 ("*Galluccio Action*") and *Bryan Cioffi v. PPG*
5 *Architectural Finishes, Inc.*, Superior Court of California, Los Angeles County Case No.
6 20VECV01052 ("*Cioffi Action*")(*Galluccio Action* & *Cioffi Action* are collective "Actions")

7 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***

8 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

9 **You may be eligible to receive money** from the Settlement of two employee class action
10 lawsuits ("Actions") against PPG Architectural Finishes, Inc. ("PAF") and PPG Industries, Inc.
11 (collectively, "Defendants") for alleged wage and hour violations. The Actions were filed by former
12 employees, Glenn Lawrence Galluccio and Bryan Cioffi(collectively, "Plaintiffs") and seek payment
13 of (1) failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay
14 overtime at the regular rate, double time wages, reporting time wages, vacation wages and shift
15 differentials), failure to provide compliant meal periods and associated premium pay, failure to provide
16 compliant rest periods and associated premium pay, failure to provide compliant wage statements,
17 failure to timely pay wages upon termination of employment, failure to timely pay wages during
18 employment, failure to maintain requisite payroll records, and failure to reimburse business expenses
19 for a class of current and former non-exempt employees ("Class Members") who worked for PAF
20 during the Class Period (September 22, 2016 to November 15, 2022); and (2) penalties under the
21 California Private Attorneys General Act ("PAGA") for all current and former non-exempt employees
22 who worked for PAF during the PAGA Period (June 2, 2019 to November 15, 2022) ("Aggrieved
23 Employees").

24 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to
25 fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual
26 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency
27 ("LWDA").

28 Based on Defendants' records, and the Parties' current assumptions, your **Individual Class**
 Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is
 estimated to be \$_____. The actual amount you may receive likely will be different and will depend

1 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to
2 Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement
3 because you didn't work during the PAGA Period.)

4 The above estimates are based on Defendants' records showing that **you worked**
5 **workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If
6 you believe that you worked more workweeks during either period, you can submit a challenge by the
7 deadline date. See Section 4 of this Notice.

8 The Court has already preliminarily approved the proposed Settlement and approved this
9 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected
10 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read
11 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve
12 the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys
13 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants
14 to make payments under the Settlement and requires Class Members and Aggrieved Employees to
15 give up their rights to assert certain claims against Defendants.

16 If you worked for PAF during the Class Period and/or the PAGA Period, you have two basic
17 options under the Settlement:

18 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and
19 be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
20 Participating Class Member, though, you will give up your right to assert Class Period
21 wage claims and PAGA Period penalty claims against Defendants.

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

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object

	to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Actions accuse Defendants of violating California labor laws by failing to pay all wages due (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, double time wages, reporting time wages, vacation wages and shift differentials), failing to provide compliant meal periods and associated premium pay, failing to provide compliant rest periods and associated premium pay, failing to provide compliant wage statements, failing to timely pay wages upon termination of employment, failing to timely pay wages during employment, failing to maintain requisite payroll records, and failing to reimburse business expenses. Based on the same claims, Plaintiffs have also asserted a claim for civil

1 penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

2 Plaintiffs are represented by attorneys in the Action:

3 Jake D. Finkel, Esq. of The Finkel Firm, 3470 Wilshire Blvd., Suite 830, Los Angeles,
4 CA 90010 and Daniel F. Gaines, Esq., Alex P. Katofsky, Esq., and Evan S. Gaines,
5 Esq. of Gaines & Gaines, APLC, 4550 East Thousand Oaks Blvd., Suite 100, Westlake
6 Village, CA 91362, (866) 550-0855. ("Class Counsel.")

7 Defendants strongly deny violating any laws or failing to pay any wages and contend they
8 complied with all applicable laws.

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

10 So far, the Court has made no determination whether Defendants or Plaintiffs are correct on
11 the merits.

12 In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort
13 to resolve the Actions by negotiating an to end the case by agreement (settle the case) rather than
14 continuing the expensive and time-consuming process of litigation. The negotiations were successful.
15 By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court
16 to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants have
17 negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the
18 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not
19 admit any violations or concede the merit of any claims.

20 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because
21 they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
22 considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)
23 Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
24 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
25 Notice, and scheduled a hearing to determine Final Approval.

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

27 1. Defendants will Pay \$935,000 as the Gross Settlement Amount (Gross Settlement).

28 Defendants have agreed to deposit the Gross Settlement into an account controlled by the

1 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
2 Individual Class Payments, Individual PAGA Payments, Class Representative Service
3 Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and
4 penalties to be paid to the California Labor and Workforce Development Agency
5 ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross
6 Settlement not more than 14 days after the Judgment entered by the Court become final. The
7 Judgment will be final on the date the Court enters Judgment, or a later date if Participating
8 Class Members object to the proposed Settlement or the Judgment is appealed.

9 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs
10 and/or Class Counsel will ask the Court to approve the following deductions from the Gross
11 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

12 A. Up to \$311,666.66 (33-1/3% of the Gross Settlement) to Class Counsel for attorneys'
13 fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have
14 worked and incurred expenses on the Actions without payment.

15 B. Up to \$5,000 to each Plaintiff (\$10,000 total) as Class Representative Awards for filing
16 the Actions, working with Class Counsel and representing the Class. The Class
17 Representative Awards will be the only monies Plaintiffs will receive other than
18 Plaintiff's Individual Class Payment and any Individual PAGA Payment.

19 C. Up to \$20,000 to the Administrator for services administering the Settlement.

20 D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and
21 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA
22 Period Pay Periods.

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

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

1 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to
2 approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage
3 Portion") and 40% to interest and 40% to penalties (the "Non-Wage Portions"). The Wage
4 Portion is subject to withholdings and will be reported on IRS W-2 Forms. [The individual
5 PAGA Payments are counted as penalties rather than wages for tax purposes. The
6 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
7 Individual Class Payments on IRS 1099 Forms.

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

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

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

20 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
21 Participating Class Member, participating fully in the Class Settlement, unless you notify the
22 Administrator in writing, not later than _____, that you wish to opt-out. The easiest
23 way to notify the Administrator is to send a written and signed Request for Exclusion by the
24 _____ Response Deadline. The Request for Exclusion should be a letter from a Class
25 Member or his/her representative setting forth a Class Member's name, present address,
26 telephone number, and a simple statement electing to be excluded from the Settlement.
27 Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual
28

1 Class Payments, but will preserve their rights to personally pursue wage and hour claims
2 against Defendants.

3 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
4 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
5 Individual PAGA Payments and are required to give up their right to assert PAGA claims
6 against Defendants based on the PAGA Period facts alleged in the Actions.

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

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

18 9. Participating Class Members' Release. After the Judgment is final and Defendants have fully
19 funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class
20 Members will be legally barred from asserting any of the claims released under the Settlement.
21 This means that unless you opted out by validly excluding yourself from the Class Settlement,
22 you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related
23 entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period
24 facts, as alleged in the Actions and resolved by this Settlement.

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

26 All Participating Class Members, on behalf of themselves and their respective
27 former and present representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, release Released Parties from all claims rights,
demands, liabilities, and causes of action, whether statutory, in tort, contract, or
otherwise, alleged in the Actions and the PAGA Notices, or that could have

1 been alleged based on the facts pleaded in the Actions and the PAGA Notices,
2 arising during the Class Period during Class Members' employment by PAF in
3 non-exempt positions in California, including claims under the California Labor
4 Code, California Industrial Welfare Commission Wage Orders, regulations,
5 and/or other provisions of law, for failure to pay wages (including minimum
6 wages, regular wages, overtime wages, failure to pay overtime at the regular
7 rate, double time wages, reporting time wages, vacation wages and shift
8 differentials), failure to provide compliant meal periods and associated
9 premium pay, failure to provide compliant rest periods and associated premium
10 pay, failure to provide compliant wage statements, failure to timely pay wages
11 upon termination of employment, failure to timely pay wages during
employment, failure to maintain requisite payroll records, and failure to
reimburse business expenses, including Labor Code sections section 201, 202,
203, 204, 221, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194,
1197, 2802 and 2699, and unfair or unlawful business practices in violation of
California Business and Professions Code § 17200, et seq., related to the above
claims. The Class Release also means any claims, rights, demands, liabilities,
damages, wages, benefits, expenses, penalties, debts, obligations, attorneys'
fees, costs, any other form of relief or remedy in law, equity, or whatever kind
or nature, and causes of action, that could potentially arise from the receipt of
any monies as a result of this Settlement by any member of the Settlement Class.

12 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants
13 have paid the Gross Settlement, and separately paid the employer-side payroll taxes, all
14 Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether
15 or not they exclude themselves from the Settlement. This means that all Aggrieved Employees,
16 including those who are Participating Class Members and those who opt-out of the Class
17 Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against
18 Defendants or their related entities based on the PAGA Period facts alleged in the Actions and
19 resolved by this Settlement.

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

22 All Aggrieved Employees are deemed to release, on behalf of themselves and
23 their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from all claims,
25 rights, demands, liabilities and causes of action, whether in law or equity, under
26 the Private Attorneys General Act ("PAGA"), arising from the same facts
27 and/or claims alleged against Defendants in the Actions and the PAGA Notices,
28 that were pled or that could have been pled, and arising during the PAGA Period
during Aggrieved Employees' employment by PAF in non-exempt positions in
California, including PAGA civil penalties for failure to pay wages (including
minimum wages, regular wages, overtime wages, failure to pay overtime at the
regular rate, double time wages, reporting time wages, vacation wages and shift
differentials), failure to provide compliant meal periods and associated
premium pay, failure to provide compliant rest periods and associated premium

1 pay, failure to provide compliant wage statements, failure to timely pay wages
2 upon termination of employment, failure to timely pay wages during
3 employment, failure to maintain requisite payroll records, and failure to
4 unreimbursed business expenses, including Labor Code sections section 201,
5 202, 203, 204, 221, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
6 1194, 1197, 2802 and 2699, and all related statutory and civil penalties, interest,
fees, and costs. In light of the binding nature of a PAGA judgment on non-
party employees pursuant to *Arias v. Superior Ct. (Dairy)* (2009) 46 Cal. 4th
969, PAGA Members who exclude themselves from the settlement of class
claims shall still receive an individual PAGA payment and be subject to this
PAGA Release.

7 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 8 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)
9 dividing the Net Settlement Amount by the total number of Workweeks worked by all
10 Participating Class Members, and (b) multiplying the result by the number of Workweeks
11 worked by each individual Participating Class Member.
- 12 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by
13 (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved
14 Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked
15 by each individual Aggrieved Employee.
- 16 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the
17 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
18 recorded in Defendants' records, are stated in the first page of this Notice. You have until
19 _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You
20 can submit your challenge by signing and sending a letter to the Administrator via mail, email
21 or fax. Section 9 of this Notice has the Administrator's contact information.
22 You need to support your challenge by sending copies of pay stubs or other records. The
23 Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on
24 Defendants' records as accurate unless you send copies of records containing contrary
25 information. You should send copies rather than originals because the documents will not be
26 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based
27 on your submission and on input from Class Counsel (who will advocate on behalf of
28

Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Glenn Lawrence Galluccio and Bryan Cioffi v. PPG Architectural Finishes, Inc. et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among

1 other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
2 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees
3 and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative
4 Service Awards. Upon reasonable request, Class Counsel (whose contact information is in
5 Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also
6 view them on the Administrator's Website (url) or the Court's website
7 <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

8 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
9 Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to
10 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
11 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**
12 **Administrator is** . Be sure to tell the Administrator what you object to, why
13 you object, and any facts that support your objection. Make sure you identify the Actions, *Glenn*
14 *Lawrence Galluccio and Bryan Cioffi v. PPG Architectural Finishes, Inc. et al.*, and include your
15 name, current address, telephone number, and approximate dates of employment for Defendants
16 and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

21 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

22 You can, but don't have to, attend the Final Approval Hearing on at (time)
23 in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles,
24 CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement
25 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator.
26 The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a
27 decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect
28 (<https://www.lacourt.org/lacc/>.) Check the Court's website for the most current information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the
2 Administrator's website _____ beforehand or contact Class
3 Counsel to verify the date and time of the Final Approval Hearing.

4 **9. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the
6 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
7 documents is to go to Administrator's Website at (url). You can also telephone or send an email to
8 Class Counsel or the Administrator using the contact information listed below, or consult the Superior
9 Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case
10 Number for the Action, Case No. _____. You can also make an appointment to
11 personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling
12 (213) 830-0800.

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

3 Class Counsel:

4 Jake D. Finkel, Esq.
5 jake@finkelfirm.com
6 THE FINKEL FIRM
7 3470 Wilshire Blvd., Suite 830
8 Los Angeles, CA 90010
9 Telephone: 213.787.7411
10 Facsimile: 323.916.0521

11 Daniel F. Gaines, Esq.
12 daniel@gaineslawfirm.com
13 Alex P. Katofsky, Esq.
14 alex@gaineslawfirm.com
15 Evan S. Gaines, Esq.
16 evan@gaineslawfirm.com
17 GAINES & GAINES, APLC
18 4550 East Thousand Oaks Blvd, Suite 100
19 Westlake Village, CA 91362
20 Telephone: (866) 550-0855
21 Facsimile: (818) 703-8984

22 Settlement Administrator:

23 CPT Group

24 Email Address: _____

25 Mailing Address: _____

26 Telephone: _____

27 Fax Number: _____

28 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

4864-9601-7217.1 / 034801-2230