

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Daniel Davenport and Joshua Eberwein (hereinafter collectively “Plaintiffs” or “Class Representatives”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant Gary Krezman Electric, Inc. dba G&S Electric (“GKE” or “Defendant”) (Plaintiffs and Defendant are collectively referred to herein as the “Parties”).

Plaintiffs and the Settlement Class are represented by Ackermann & Tilajeff, P.C. and Employment Rights Law Group, APC (“Class Counsel”). Defendant is represented by CDF LABOR LAW LLP.

Plaintiffs submitted notice to the Labor Workforce & Development Agency (“LWDA”) on August 6, 2020, to provide the LWDA with notice that they intended to pursue recovery of civil penalties for Labor Code Violations pursuant to the Private Attorneys General Act (“PAGA”). Plaintiffs filed a Class Action Complaint on October 20, 2020, in Sacramento County Superior Court, entitled *Daniel Davenport and Joshua Eberwein, individually and on behalf of all others similarly situated v. Gary Krezman Electric, Inc., a California Corporation; and DOES 1 to 100, inclusive*, Case No. 34-2020-00287380. The Complaint alleges meal and rest break violations, wage statement violations, waiting time penalties, unpaid overtime, failure to pay wages timely, failure to reimburse for business expenses, unfair competition, and PAGA penalties.

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs’ claims, both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. Settlement Class. For purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California from October 20, 2016, through the earlier of the date of preliminary approval or August 2, 2021 (the “Class Period”).

Defendant has represented that there are approximately 27 Class Members who worked approximately 2,100 workweeks during the Class Period.

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under the Federal Rules of Civil Procedure or the California Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Release. Plaintiffs and every member of the Settlement Class (except those who opt out of the Settlement), will release and discharge Defendant, past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents, principals, heirs, trustees, attorneys, accountants, auditors, consultants,

representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively, the “Released Parties”) as follows:

- A. Plaintiffs and Settlement Class Members will release all claims, demands, rights, liabilities and causes of action and factual or legal theories that were alleged in any of the complaints filed in this lawsuit, or which could have been pled based on the PAGA Notice, factual allegations the complaint filed in this lawsuit arising from the alleged violation of any provision of state or local law or regulation, that arose during the Class Period, including but not limited to, all claims for failure to provide meal periods, all claims for failure to authorize and permit rest periods, all claims for failure to pay all overtime wages, all claims for waiting time penalties/late payment of wages, all claims for failure to reimburse for business expenses, all claims for failure to maintain and provide accurate itemized wage statements, all claims under California Code of Civil Procedure Section 1021.5, all claims under California Labor Code sections 201-204, 210, 218.5, 218.6, 1174(d), 1174.5, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 2802, and sections 3, 11, and 12 of IWC Wage Order No. 16-2001, all claims for penalties under the California Private Attorneys General Act (California Labor Code section 2698 *et seq.*) predicated upon any of the Labor Code violations that were or could have been alleged in any of the complaints in this Lawsuit, all unfair competition law claims (including pursuant to Business and Professions Code section 17200 *et seq.* based on claims that were alleged in the Lawsuit, or could have been alleged in the Lawsuit), and all other claims of any kind for wages, penalties, interest, costs and attorneys’ fees arising from the alleged violation of any provision of state or local law or regulation that were or could have been raised as part of the Lawsuit, based upon the facts alleged, whether any of these claims are known or unknown, suspected or unsuspected, which Plaintiffs or any of the Class Members have or had during the Class Period against any Released Party (collectively, the “Released Claims”). It is the intent of this release to release all claims asserted in the Lawsuit and all claims that could have been asserted based upon the facts alleged in the Action, whether or not labelled as a claim or cause of action.

Plaintiffs and Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is predicated upon any of the Released Claims. The Plaintiffs and Settlement Class Members may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of this Release, but the Plaintiff and Settlement Class Members shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled and released any all of the claims released pursuant to this Release.

It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice Packet Notice of Proposed Class Action Settlement (the “Class Notice”), attached hereto as **Exhibit A**, will advise all Settlement Class Members of the binding nature of the releases. Excepting only the Settlement Class Members who timely submit a valid Request for Exclusion, they shall have the same

force and effect as if this Settlement were executed by each Settlement Class Member with regard to the claims that he or she is releasing pursuant to the Settlement.

- B. In light of the Class Representative Enhancement Payments, Plaintiffs agree to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal or state law, against the Released Parties, including any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the Date of Finality or, if there are no objections to the settlement, the date of the Court's Final Order Approving Settlement of Class Action, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or, as applicable, termination of, such employment. Without limiting the generality of the foregoing, Named Plaintiffs expressly release all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sex, including pregnancy and related conditions, sexual orientation, gender, gender identity, gender expression, military and veteran status, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); (13) federal and California Worker Adjustment and Retraining Notification Act; and (14) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits).

Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. The Older Workers Benefit Protections Act of 1990. This Settlement Agreement is subject to the terms of the Older Workers Benefit Protection Act of 1990 (“OWBPA”). The OWBPA provides that an individual cannot waive a right or claim under the Age Discrimination in Employment Act (“ADEA”) unless the waiver is knowing and voluntary. Pursuant to the terms of the OWBPA, Plaintiffs acknowledge and agree **that they have signed this Settlement Agreement voluntarily**, and with full knowledge of its consequences. In addition, Plaintiffs hereby acknowledge and agrees as follows:

A. This Settlement Agreement has been written in a manner that is calculated to be understood, and is understood, by Plaintiffs;

B. The release provisions of this Settlement Agreement apply to any rights Plaintiffs may have under the ADEA;

C. The release provisions of this Settlement Agreement do not apply to any rights or claims Plaintiffs may have under the ADEA that arise after Plaintiffs sign this Settlement Agreement;

D. Defendant does not have a preexisting duty to take the obligations identified in this Settlement Agreement;

E. Defendant hereby advises Plaintiffs to consult with an attorney prior to signing this Settlement Agreement and represents that it has given Plaintiffs the opportunity to consult with an attorney and understands that Plaintiffs are represented by Ackermann & Tilajeff, P.C. and Employment Rights Law Group, APC;

F. Defendant is providing Plaintiffs with a reasonable time to consider the settlement agreement.

G. Plaintiffs also acknowledge that the consideration given for the waiver and release is in addition to anything of value to which they are already entitled. In particular, \$1,000.00 of the Plaintiffs’ enhancement payments is allocated specifically to the ADEA Release/ADEA Claims (the “ADEA Payment”).

4. Revocation Period. Plaintiffs have been informed that they have the right to take twenty-one (21) calendar days from the date of his receipt of this Settlement Agreement to consider this Settlement Agreement and/or to consult with his attorney(s) before signing it. Plaintiffs may sign this Settlement Agreement prior to the expiration of the twenty-one (21) day consideration period. Plaintiffs shall have seven (7) calendar days from the date they sign this Settlement Agreement to

revoke this Settlement Agreement. Revocation must be made by delivering a written notice of revocation to the attention of Nancy N. Lubrano, CDF LABOR LAW LLP, 18300 Von Karman Ave., Suite 800, Irvine, CA 92612, no later than seven (7) calendar days after execution of this Settlement Agreement by Plaintiffs. If either Plaintiff rescinds/revokes the ADEA Release, the enhancement payment to the rescinding/revoking Plaintiff shall total only \$9,000.00 since the ADEA Payment (defined above) is in the amount of \$1,000.00.

5. Maximum Settlement Amount. As consideration, Defendant agrees to pay a non-reversionary maximum amount ("Maximum Settlement Amount") of \$200,000.00 in full and complete settlement of this matter, as follows:

- A. The Parties agree to engage ILYM as the "Settlement Administrator" to administer the Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator as follows: (1) \$100,000 deposited the later of thirty days following Final Approval, or February 2, 2022, and (2) \$100,000 deposited six months from the date of Final Approval.
- C. The Maximum Settlement Amount includes:
 - (1) All payments to the Settlement Class;
 - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$10,000.00. In the event the costs of Settlement Administration come in under \$10,000.00, the difference will be added to the Net Settlement Amount;
 - (3) Up to \$10,000.00 for the Class Representative Enhancement Payment to each Plaintiff in recognition of each Plaintiff's contributions to the action and Plaintiffs' service to the Settlement Class. Even in the event that the Court reduces the requested Class Representative Enhancement Payment, Plaintiffs and Settlement Class Members shall not have the right to revoke the Settlement for that reason, and it will remain binding. The Class Representative Enhancement Payments are in addition to the Class Representative's pro rata shares of the Net Settlement Amount. In the event the Court reduces the Class Representative Enhancement Awards, the difference will be added to the Net Settlement Amount;
 - (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated at \$66,666.67 plus actual costs and expenses related to the action, which are not to exceed \$15,000.00, as supported by declaration. Even in the event that the Court reduces the requested attorneys' fees and costs, Plaintiffs and Settlement Class Members shall not have the right to revoke this Settlement for that reason, and it will remain binding. In the event the Court reduces the requested attorneys' fees and costs, the difference will be added to the Net Settlement Amount; and

- (5) \$20,000 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties, or \$15,000, will be payable to the Labor & Workforce Development Agency (“LWDA”) for its share of PAGA penalties, and the remaining 25%, or \$5,000, will be payable pro rata to Settlement Class Members who worked during the PAGA Period as the “PAGA Amount” based on their total pay periods worked during the PAGA Period. The PAGA Period is defined as August 6, 2019 through the earlier of the date of preliminary approval or August 2, 2021. Even if the Court reduces or increases the requested PAGA civil penalties, Plaintiffs and Settlement Class Members shall not have the right to revoke this Settlement for that reason, and it will remain binding.

6. Payments to the Settlement Class. Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payments, the Settlement Administrator’s costs, and the LWDA’s share of the PAGA payment. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on their proportionate number of workweeks worked during the Class Period by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.
- C. Within fourteen (14) calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
- D. Each Individual Settlement Payment shall be allocated as 80% penalties and interest and 20% wages. The Settlement Administrator will issue each participating Settlement Class Member an IRS Form 1099 (for amounts paid as penalties and interest) and an IRS Form W-2 (for amounts paid as wages).
- E. Defendant’s corporate tax obligations for portions of Individual Settlement Payments classified as wages will be paid separate and apart from, and in addition to, the Maximum Settlement Amount.

- F. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Participating Class Member's name. The Parties further agree that California Code of Civil Procedure § 384 does not apply to this Settlement since the Settlement Agreement calls for the specific distribution of any uncashed checks, subject to court approval.
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

8. Payments to the PAGA Group. For purposes of settling Plaintiffs' PAGA claim, the Parties stipulate that "PAGA Group Members" include all current and former non-exempt employees who worked for Defendant in California from August 6, 2019, through the earlier of the date of preliminary approval or August 2, 2021 ("the PAGA Period"). "PAGA Amount" means \$20,000 of the Maximum Settlement Amount payable as PAGA civil penalties, 75% of which, or \$15,000, will be payable to the LWDA for its share of PAGA penalties, and the remaining 25%, or \$5,000, will be payable to PAGA Group Members based on total pay periods worked during the PAGA Period. "PAGA Group Member Payments" means each PAGA Group Member's pro rata share of PAGA penalties.

- A. From the PAGA Amount, the Settlement Administrator will calculate each PAGA Group Member's individual PAGA Group Member Payment based on their proportionate number of pay periods worked during the PAGA Period by multiplying the PAGA Group share of the PAGA Amount by a fraction, the numerator of which is the PAGA Group Member's total pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Group Members during the PAGA Period.
- B. Within fourteen (14) calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each PAGA Group Member's Individual Settlement Payment and will prepare and mail individual PAGA Group Member Payments to each PAGA Group Member.
- C. Each member of the PAGA Group who receives an individual PAGA Group Member Payment must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to PAGA Group Members whose checks are not cashed within 180 calendar days after mailing will be

distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Participating Class Member's name.

9. Attorneys' Fees and Costs. Defendant will not object to the request for Class Counsel's attorneys' fees amounting to one-third of the Maximum Settlement Amount, plus actual costs and expenses, which are not to exceed \$15,000. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator at the time the Settlement Administrator distributes the fee award approved by the Court.

10. Class Representative Enhancement Payments. Defendant will not object to a request for Class Representative Enhancement Payment of \$10,000.00 for each Plaintiff's time and risks in prosecuting this case and Plaintiffs' service to the Settlement Class. This award will be in addition to each Plaintiff's Individual Settlement Payment as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator.

11. Settlement Administrator. Defendant will not object to the appointment of ILYM as Settlement Administrator, nor to the request to seek approval to pay up to \$10,000.00 for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending the Class Notice to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

12. Preliminary Approval. Upon execution of this Settlement Agreement, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Ackermann & Tilajeff, P.C. and Employment Rights Law Group, APC as Class Counsel;
- C. Appointing Daniel Davenport and Joshua Eberwein as Class Representatives for the Settlement Class;
- D. Approving ILYM as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within ten (10) calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, last known telephone numbers, social security numbers, dates of employment, and workweek and pay period information (in electronic format), including the number of workweeks worked during the Class Period and number of pay periods worked during the PAGA Period, of the members of the Settlement Class and PAGA Group.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Class Notice to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Class Notices returned to the Settlement Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Settlement Class Member promptly, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Class Notes are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, objection, or dispute. Class Notices that are re-sent shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Class Settlement must complete and mail a Request for Exclusion to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Class Notices (the “Response Deadline”).
 - i. The Request for Exclusion must: (1) contain the name, address, telephone number, and last four digits of the social security number of the Settlement Class Member; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in items (1)-(3), it will not be deemed valid for exclusion from this Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or

last four digits of his or her social security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any potential Settlement Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement except for his or her portion of the PAGA Amount, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon, except for the release of PAGA.

- ii. If more than 10% of the putative class members submit a valid Request for Exclusion, Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within ten (10) calendar days of the Response Deadline.
- iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class, or encourage any Settlement Class Member to appeal from the final judgment.

E. Objections. Settlement Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall provide all objections as received to Class Counsel and Defendant's counsel). Defendant's counsel and Class Counsel shall submit any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class Member who wishes may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Filing a notice of intention to appear is not necessary to preserve the right to appear at the Final Approval Hearing. In the event that more than 10% of the Settlement Class Members object to the Settlement, Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within ten (10) calendar days of the Court's ruling on the objections and/or the hearing on the Motion for Final Approval, whichever date is earlier. Should Defendant exercise this option, Defendant shall be responsible for any costs and fees incurred by the Settlement Administrator as of the date of its rescission.

F. Notice of Settlement Award/Disputes. Each Class Notice mailed to Settlement Class Members shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment, as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment. Settlement Class Members will have the opportunity, should they disagree with the information stated in their Class Notice, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and

postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot come to a consensus, outstanding disputes will be submitted to the Court for a resolution at the Final Approval Hearing.

14. Escalator. In the event the number of workweeks in the Class Period increased by more than 10% above 2,100, Plaintiffs shall have the right to terminate the Settlement or negotiate a pro rata adjustment of the Gross Settlement Amount for the workweeks worked over 10% of 2,100.

15. Final Approval. Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of a Final Order:

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

16. Non-Admission of Liability. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

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

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

if to Defendant: Nancy N. Lubrano
CDF Labor Law LLP
18300 Von Karman Ave., Suite 800
Irvine, California 92612
tfreud@cdflaborlaw.com
nlubrano@cdflaborlaw.com

if to Plaintiffs: Craig Ackermann

Ackermann & Tilajef, P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
cja@ackermanntilajef.com

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

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

DATED: _____

4/23/21

GARY KREZMAN ELECTRIC, INC. DBA G&S
ELECTRIC

By: _____

Defendant

DATED: _____

DANIEL DAVENPORT

By: _____

Plaintiff and Settlement Class Representative

DATED: _____

JOSHUA EBERWEIN

By: _____

Plaintiff and Settlement Class Representative

Ackermann & Tilajef, P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
cja@ackermanntilajef.com

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

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

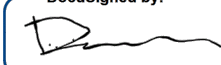
DATED: _____

GARY KREZMAN ELECTRIC, INC. DBA G&S
ELECTRIC

By: _____
Defendant

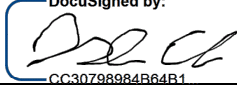
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DANIEL DAVENPORT

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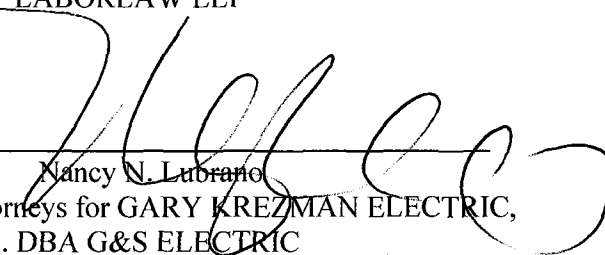
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By: _____
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Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 7/20/21

CDF LABORLAW LLP

By: 

Nancy N. Lubrano

Attorneys for GARY KREZMAN ELECTRIC,
INC. DBA G&S ELECTRIC

DATED: _____

ACKERMANN & TILAJEFF, P.C.

By: _____

Craig J. Ackermann

Attorney for Plaintiffs Daniel Davenport, Joshua
Eberwein

DATED: _____

EMPLOYMENT RIGHTS LAW GROUP, APC

By: _____

Amir H. Seyedfarshi

Attorney for Plaintiffs Daniel Davenport, Joshua
Eberwein

APPROVED AS TO FORM:

DATED: _____

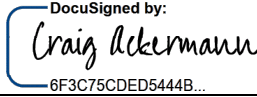
CDF LABORLAW LLP

By: _____

Nancy N. Lubrano
Attorneys for GARY KREZMAN ELECTRIC,
INC. DBA G&S ELECTRIC

DATED: 6/22/2021 | 8:57 AM PDT

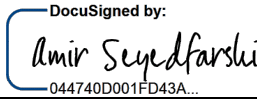
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