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Attorneys for Plaintiffs Antony M. Smith and Omar Ayala,
On behalf of themselves and the Putative Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – NORTH COUNTY DIVISION

ANTONY M. SMITH and OMAR
AYALA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated and aggrieved,
Plaintiffs,

vs.

ZODIAC POOL SYSTEMS, LLC, a
Delaware Limited Liability Company
doing business in California, and DOES 1
through 50, inclusive,
Defendants.

Case No. 37-2020-0036431-CU-OE-NC

CLASS ACTION

**DECLARATION OF LINDSAY KLINE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

3. Simpluris was approved by Counsel for Antony Marqui Smith and Omar Ayala (“Plaintiffs”), and Zodiac Pool Systems, LLC (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Smith et. al. v. Zodiac Pool Systems, LLC* Settlement. In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Class and Representative Action Settlement and Change of Address Form (hereafter “Class Notice”) to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks and/or Pay Periods submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. Spanish-

speaking representatives are available during normal business hours. The toll-free telephone number included in the Class Notice was (888) 369-3780 and was live on July 11, 2022.

NOTIFICATION TO THE CLASS

5. On June 13, 2022, Simpluris received the Court-approved Notice Class Action Settlement (hereafter “Notice”). The Class Notice advised Class Members of their right to request exclusion from the Settlement, object to the Settlement, dispute workweeks, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

6. On June 24, 2022, Defense Counsel provided Simpluris with a mailing list (“Class List”) containing Class Members’ names, most recent mailing address, Social Security numbers and dates of employment for each Class Member during the Class Period. The Class List contained data for three hundred and forty-three (343) Class Members.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate forty-eight (48) updated addresses using NCOA prior to the mailing of the Class Notice.

8. On July 11, 2022, Class Notice was mailed to three hundred and forty-three (343) Class Members with addresses contained in the Class List via First Class mail or updated via the NCOA search. The Class Notice informed Class Members of (1) the pendency of the Action; (2) proposed settlement terms; (3) automatic payment of Settlement shares if exclusion not requested; (4) estimated amount each Participating Settlement Class Members will receive based on eligible weeks worked during the Class and PAGA Period; (5) released claims; (6) right to object or request exclusion, and (7) date, time and place of the final approval hearing. A copy of the Class Notice is attached hereto as **Exhibit A.**

1 9. A total of fourteen (14) Class Notices were returned to Simpluris. Of these, zero (0)
2 were returned with a forwarding address. If a Class Member's Class Notice was returned by the USPS
3 as undeliverable and without a forwarding address, Simpluris performed an advanced address search
4 (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-
5 Nexis. Simpluris used the Class Member's name and previous address to locate a current address.
6 Through the advanced address searches, Simpluris was able to locate twelve (12) updated addresses and
7 Simpluris promptly mailed a Class Notice to those updated addresses. Ultimately, two (2) Class Notices
8 remain undeliverable.

9 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

10 10. The deadline for Class Members to submit a Request for Exclusion, Object to the
11 Settlement or Dispute work weeks was August 25, 2022.

12 11. As of this date, Simpluris has not received any Requests for Exclusion from Class
13 Members.

14 12. As of this date, Simpluris has not received any Objections to the Settlement from Class
15 Members.

16 13. As of this date, Simpluris has not received any Disputes regarding Workweeks or Pay
17 Periods from Class Members.

18 **CLASS MEMBER AWARDS**

19 14. As of this date, there are three hundred and forty-three (343) Class Members who will be
20 paid their portion of the Net Settlement Fund. The 343 Class Members worked 35,600 workweeks
21 during the Class Period (May 27, 2016 through August 2, 2021).

22 15. The Net Settlement Fund of \$741,319.90 available to pay Class Members was
23 determined by subtracting the Class Counsel's Fees (\$400,000.00), Class Counsel's Litigation Costs
24 (\$13,680.10), Named Plaintiffs Service Awards (\$20,000.00), PAGA LWDA payment (\$18,000.00),
25 and the Administration Costs (\$7,000.00) from the Maximum Settlement Amount (\$1,200,000.00).

26 16. The ***average estimated payment*** is \$2,161.28, and the ***highest estimated payment*** is
27 \$5,673.06. Plaintiff Smith's estimated individual settlement amount is \$2,201.34. Plaintiff Ayala's
28 estimated individual settlement amount is \$2,180.87.

1 17. Checks will be void 120 days after issuance, and any unclaimed amounts will be
2 transferred to the State of California Unclaimed Property Fund, to be held in the name of and for the
3 benefit of such Class Members under California's escheatment laws.

4 **ADMINISTRATION COSTS**

5 18. Simpluris' total costs for services in connection with the administration of this
6 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
7 \$7,000.00. Simpluris' work in connection with this matter will continue with the calculation of the
8 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
9 reporting on such payments.

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 18th day of October 2022, in Costa Mesa, CA.

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15 _____
16 Lindsay Kline
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EXHIBIT A

This Notice was authorized by the Court. This is not a solicitation from a lawyer.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected whether you act or don't act.

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Smith and Ayala vs. Zodiac Pool Systems, LLC.

Superior Court of California, County of San Diego – North County Division,

Case No. 37-2020-00036431-CU-OE-NC

TO: CLASS MEMBERS - All individuals who were employed by Zodiac Pool Systems, LLC in any non-exempt position in California at any time from May 27, 2016 through August 2, 2021 (the “Class Period”), (“the Class” or “Class Members”).

PAGA MEMBERS - All individuals who were employed by Zodiac Pool Systems, LLC in any non-exempt position in California at any time from March 20, 2019 through August 2, 2021 (the “PAGA Period”), (the “PAGA Members”).

You have been identified as a Class Member and/or PAGA Member in a lawsuit, and you could get a money payment from a proposed Settlement of the lawsuit without the need to return a claim form. This Notice is to tell you about the proposed Settlement and to explain your options in this case. Your legal rights are affected whether you act or don't act.

Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING TO RECEIVE A PAYMENT	If the Court approves the Settlement, you will receive a Settlement Payment without needing to do anything and you will release your claims against Zodiac as described below. Your estimated Settlement Payment [see, Paragraph 9] will be automatically mailed to you after the Court grants final approval of the Settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your award.</i>
DO NOTHING, BUT GET YOUR OWN LAWYER	You will still be a Participating Class Member, but you can hire your own lawyer to represent you. You must pay your lawyer's fees and costs.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF (OPT OUT)	You may ask to exclude yourself from the Settlement (to opt out) if you do not wish to participate in the Settlement. See Paragraph 15. If you exclude yourself, you will not release any Released Class Claims, but you will still receive an Individual PAGA Payment and will release the Released PAGA Claims alleged in the case (to the extent you are a PAGA Member). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Zodiac about the legal claims raised in this case.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OBJECT

You may object to the Settlement. See Paragraph 18. If the Court approves the Settlement despite your objection, you will still be bound by the terms of the Settlement, and a Settlement Payment will be mailed to you and you will release your claims against Zodiac. Your objection may be submitted in writing, or you may appear at the time of the Final Approval Hearing to comment orally upon the Settlement.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **ZODIAC DENIES ALL OF THE CLAIMS AND DENIES THAT IT IS LIABLE AT ALL, BUT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO REMAINS IN THE CLASS AND RECEIVES A SETTLEMENT PAYMENT.**

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because the company records of ZODIAC POOL SYSTEMS, LLC (“ZODIAC”) show you were employed by Zodiac in California as a non-exempt employee sometime during the period from May 27, 2016 through August 2, 2021.

The Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This Notice explains the lawsuit, the Settlement, your rights, the benefits available, and how to get them.

2. What is this Lawsuit about?

This Settlement involves two cases: (1) *Omar Ayala v. Zodiac Pool Systems LLC* (United States District Court for the Southern District of California, Case No. 3:20-cv-01381-H-MSB) (“*Ayala Case*”); and (2) *Antony M. Smith v. Zodiac Pool Systems LLC* (Superior Court of California, County of San Diego, Case No. 37-2020-00036431-CU-OE-NC) (“*Smith Case*”). The *Ayala Case* was filed on May 27, 2020, and the *Smith Case* was filed on October 7, 2020. Both Plaintiffs Omar Ayala and Antony M. Smith (“*Plaintiffs*”) filed their lawsuits on behalf of themselves and all Class Members and PAGA members. On October 1, 2021, a First Amended Complaint was filed in the *Smith Case* which added Omar Ayala as a named Plaintiff and thus, this Settlement is being processed as *Smith and Ayala vs. Zodiac Pool Systems, LLC*, Case No. 37-2020-00036431-CU-OE-NC, in the Superior Court of California for the County of San Diego (the “*Lawsuit*” or “*Action*”).

The Plaintiffs have alleged that Zodiac failed to pay minimum, regular and overtime wages, including due to off-the-clock work and rounding of time worked; failed to provide compliant duty-free meal periods (including due to rounding) and rest breaks and/or pay premium wages (proper or otherwise) for non-compliant meal and rest breaks; failed to reimburse business-related expenses, including for use of personal cell phones; and based on these foregoing allegations, asserted a claim under the California Unfair Competition Law, claims for inaccurate itemized wage statements, a claim that Zodiac failed to timely pay final wages upon separation from employment, and claims for civil penalties for Labor Code violations pursuant to the California Labor Code Private Attorneys General Act, (“PAGA”).

Zodiac denies all liability for these claims and contends that its employment practices have always complied with applicable laws. Zodiac has asserted factual and legal defenses to Plaintiffs’ claims. Nonetheless, without admitting any liability and in the interest of resolving this dispute, Plaintiffs and Zodiac have agreed to the settlement described below. The Settlement is not an admission that Zodiac did anything wrong or an indication any law was violated.

3. What is a Class Action?

In a class action, a person called a Class Representative (here, Antony Smith and Omar Ayala) sue on behalf of themselves and other people who may have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the Class definition is a “Class Member.” One court decides the issues for all Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant Zodiac. Instead, both sides agreed to a settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial, and members of the Class get compensation from the Settlement. Messrs. Smith and Ayala (who were appointed the Class Representatives in this Lawsuit by the Court) and their attorneys (who were appointed Class Counsel by the Court to represent all Class Members), believe the Settlement is in the best interests of all Class Members and PAGA Members.

5. Who are the Parties in this Lawsuit?

Plaintiff Antony Smith was employed by Zodiac as a non-exempt employee from August 2018 through August 2020. Plaintiff Omar Ayala was also employed by Zodiac as a non-exempt employee from October 2017 through October 2019. Defendant is Zodiac Pool Systems LLC.

6. Who are the Attorneys for Plaintiffs and the Class?

The Court appointed The Law Office of Matt Blum, Cohelan Khoury & Singer, and Law Office of Sahag Majarian as Class Counsel and found they are competent and experienced and will adequately represent the Class. Their addresses are:

COHELAN KHOURY & SINGER

Diana M. Khoury / J. Jason Hill / Rosemary Khoury
605 C Street, Suite 200
San Diego, California 92101

LAW OFFICE OF MATT BLUM

Matt Blum
550 West C Street, Suite 960
San Diego, California 92101

7. What is the Settlement Amount?

The proposed Settlement provides for a Maximum Settlement Amount of \$1,200,000 to fully and finally resolve all claims in the Action. Class Counsel will apply to the Court for: (1) attorneys’ fees not to exceed one-third of the Gross Settlement Amount (*i.e.* \$400,000), and (2) litigation costs estimated at \$18,500 ; (3) a Class Representative Service Payment of \$10,000 to each named Plaintiff for initiation of the Action, their work and efforts in prosecuting the Class action, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, and general releases; (4) Settlement Administration expenses of up to \$7,000 to Simpluris as the Settlement Administrator; and (5) a payment to the California Labor Workforce and Development Agency as required under PAGA of \$18,000 (75% of the \$24,000 PAGA Payment) to cover the government’s share of all applicable civil penalties raised by the allegations of the Action, and \$6,000 (25% of the \$24,000 PAGA Payment) to be distributed to eligible PAGA Members. The exact amounts of attorneys’ fees and litigation costs, Class Representative Service Payments, and Settlement Administration expenses will be determined by the Court at a Final Approval hearing. The remaining portion of the Settlement, the Net Settlement Amount (“NSA”), is estimated at \$730,500 and will be apportioned and paid entirely to all Class Members who do not request to be excluded from (or “opt out” of) the Settlement (“Participating Class Members”). **A claim form is not required to receive a Settlement Payment (which means you do not need to do anything to receive a portion of the Settlement).** Any portion of the NSA which would otherwise have been paid to Class Members who opt out of the Settlement will be redistributed and paid to the Class Members who participate in the Settlement. In other words, the entire amount of the NSA will be paid to Participating Class Members who do not opt out of the Settlement.

8. How will Settlement Payments be Calculated?

Class Members who do not opt out of the Settlement will receive their share of the NSA based on the number of Work Weeks a Class Member worked for Zodiac during the Class Period (May 27, 2016 through August 2, 2021), as reflected by Zodiac's employment and payroll records. A compensable Work Week is defined as any week in which a Class Member worked at least one day during the Class Period.

Settlement Payments will be allocated as 50% unpaid wages for which withholdings and taxes will be deducted and an IRS W-2 issued; and 50% will be considered payment of penalties and interest which shall be reflected on IRS Forms 1099 issued to Class Members. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

If you were employed during the PAGA Period defined as that time period from March 20, 2019 through August 2, 2021, you will also receive a proportionate share of the \$6,000 allocated to the PAGA Members (25% of the PAGA Payment) based on the number of Pay Periods (a "Pay Period" is defined as each semi-monthly period during the PAGA Period in which a PAGA Member received a wage statement/paycheck) worked during the PAGA Period, even if you request exclusion from the Settlement. All such payments will be allocated entirely to payment of penalties and reflected on an IRS Form 1099. Regardless of whether you opt out of the Settlement, you will remain a PAGA Member to the extent you qualify as one and will release Zodiac from the Released PAGA Claims (as defined below).

9. How much will my Settlement Payment be?

Zodiac's records personnel and payroll records reflect that you were employed as a non-exempt employee sometime during the Class Period and had «MERGED_WW_CALC» Work Weeks during the Class Period, and «MERGED_PAGAWW_CALC» Pay Periods during the PAGA Period. Based on this information, you will *automatically* be mailed a Settlement Payment estimated at \$«MERGED_EstSettAmnt_CALC», less payroll taxes, provided you do not timely request exclusion from the Settlement. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

10. What if the number of my Work Weeks shown above is wrong?

If you believe the number of Work Weeks you worked during the Class Period shown in Paragraph 9 above is wrong, you may send a letter to the Settlement Administrator, at the address shown in Paragraph 23 below or in the enclosed envelope, indicating what you believe to be the correct number of Work Weeks worked during the Class Period. Your letter must be postmarked on or before August 25, 2022. You should include any documents or other information which supports what you believe to be the correct number of Work Weeks worked during the Class Period, such as wage statements or wage stubs, IRS Form W-2's, etc. The Settlement Administrator will resolve any dispute regarding the correct number of Work Weeks worked during the Class Period based on Zodiac's records and any information you may provide. The information and documentation supplied by Zodiac will be presumed correct unless you supply company records from Zodiac showing a different number of Work Weeks worked during the Class Period.

HOW TO GET A SETTLEMENT PAYMENT

11. How can I get my Settlement Payment?

You do not need to do anything to receive your Settlement Payment. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you have updated your address with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address, as your Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address form is enclosed with this Notice for your convenience. It is strongly recommended you retain a copy of any completed Change of Address form until you receive your Settlement Payment.

12. When can I expect to receive my Settlement Payment?

If no Class Member objects to the Settlement, and no appeal is sought, and the Court finally approves the Settlement, your share of the Settlement will be mailed to you approximately three months after the Court grants final approval of the Settlement.

13. What am I giving up to get my Settlement Payment?

You will give up or “release” the following claims described below:

Released Class Claims:

Participating Class Members (those who do not return a request to be excluded from the Settlement) will release the Released Claims, defined by the Settlement as any and all claims which were or could have been asserted against the Released Parties based upon, arising out of, or relating to the facts or allegations set forth in any complaint in the Action or *Ayala* Case, including but not limited to claims for rest periods; meal periods, including alleged rounding violations related thereto; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work and alleged rounding violations; calculation of the regular rate and/or overtime pay; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of expenses; recordkeeping; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys’ fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The release includes, but is not limited to, claims pursuant to California Labor Code sections 201-203, 204(a), 210, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2804, the applicable California Industrial Welfare Commission Wage Order, and the California Business & Professions Code.

Class Members who do not exclude themselves from the Settlement will be considered to have accepted the release and to have waived any and all of the Released Class Claims against the Released Parties. The Released Parties are defined as Zodiac and all of its former, present or future parents, subsidiaries, and/or affiliates; each of the foregoing’s present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals; and any entities alleged to be joint employers with Zodiac.

Class Members who return a valid and timely Request for Exclusion Form will still receive an Individual PAGA Payment (*i.e.* a share of 25% of the PAGA Payment) if they worked during the PAGA Period, and will release the Released PAGA Claims.

The Released PAGA Claims include: any and all claims for civil penalties alleged under California Labor Code section 2698 *et seq.* (PAGA) that were asserted in any complaint in the Action or the Ayala Litigation and/or Plaintiffs’ letters and communications with the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint in the Action or the Ayala Litigation or Plaintiffs’ letters and communications with the LWDA based on the facts and/or allegations alleged in any complaint in the Action or the Ayala Litigation and/or Plaintiffs’ letters and communications with the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on rest periods; meal periods, including alleged rounding violations related thereto; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work and alleged rounding violations; calculation of the regular rate and/or overtime pay; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; reimbursement of expenses; vacation pay; sick pay and/or sick leave; recordkeeping; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all the foregoing; and attorneys’ fees or costs related to any or all of the foregoing.

14. Will I be subject to discipline based on whether I participate in the Settlement?

No. California law protects individuals and employees from retaliation based on their decision to participate or not participate in a class action settlement. Zodiac is prohibited by law from retaliating in any way based on your decision to participate or not participate in the settlement. Your decision to participate, not participate, or object to this Settlement will not impact Zodiac's treatment of you as a current or former employee in any manner.

EXCLUDING YOURSELF FROM THE SETTLEMENT?

15. How do I get out of the Class Action?

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this Lawsuit (that is, "opt out") of the Class and Settlement. To opt out and exclude yourself from the Lawsuit, you must provide a signed and dated letter returned to the Settlement Administrator requesting to be excluded from the Settlement. The letter must state in substance:

"I wish to opt out of the class action Lawsuit and Settlement entitled *Smith and Ayala v. Zodiac Pool Systems, Inc.*, Case No. 37-2020-00036431 filed in the Superior Court of California, County of San Diego, North County Division. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice."

The opt out request letter must include the case name, your full name, your current address, your telephone number, the last four digits of your social security number, be signed by you, and must be postmarked and mailed to the Settlement Administrator postmarked no later than August 25, 2022 in the envelope provided or in a separate envelope addressed to:

Smith and Ayala v. Zodiac Pool Systems Class Action Settlement
c/o Settlement Administrator
P. O. Box 26170
Santa Ana, California 92799

Because the proposed Settlement includes the settlement of claims for civil penalties under PAGA, a Class Member may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves this Settlement, and you are a PAGA Member, then even if you request exclusion from the Settlement, you will still receive a portion of the PAGA Payment allocated to PAGA Members, identified above in Paragraph 9, and you will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right to individually pursue only the Class claims alleged in the case.

16. If I do not exclude myself, can I sue Zodiac for the same thing later?

No. Unless you exclude yourself from the Class and Settlement, you give up any right to sue Zodiac for the claims raised in this Lawsuit and which this Settlement resolves. ***If you have a claim or lawsuit already filed against Zodiac, you must speak to your lawyer in that case immediately.*** You may need to opt out of this Lawsuit to continue your own lawsuit. Remember, the deadline to postmark a valid request for exclusion is August 25, 2022.

17. If I exclude myself from this Class Action and Settlement, can I still get a Settlement Payment?

No. If you exclude yourself from this Class Action lawsuit, you will not receive any money from this Settlement other than any Individual PAGA Payment to which you may be entitled as a PAGA Member. The portion of the Net Settlement you would have been entitled to receive will be redistributed to Participating Class Members. No portion of the Settlement Payment will go back to Zodiac as a result of any person excluding themselves from the Lawsuit.

OBJECTING TO THE SETTLEMENT

18. How do I object if I don't think the Settlement is fair?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court why you don't believe the Settlement or some part of it is fair. The Court will consider your views. An objection may be submitted in writing or you may offer an oral objection at the Final Approval Hearing (see Paragraph 19 below). You must state what your objection(s) are to the Settlement. If you submit a written objection, you must include the case name and number: *Smith v. Zodiac Pool Systems, Inc., Case No. 37-2020-00036431* filed in the Superior Court of California, County of San Diego, North County Division. Be sure to include your full name, current address and telephone number, the specific reasons you object to the Settlement, and any documents you have supporting your objection and you submit your written objection to the address listed below, on or before August 25, 2022.

Smith and Ayala v. Zodiac Pool Systems Class Action Settlement
c/o Settlement Administrator
P. O. Box 26170
Santa Ana, California 92799

THE COURT'S FINAL FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval hearing in Department 28 of the Superior Court of California, County of San Diego, North County Division located at 325 S Melrose Dr., Vista, California 92081, on November 4, 2022 at 1:30 p.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' Service Payments, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. You may also attend with or without your own lawyer.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

22. Who may I contact if I have questions about the Settlement?

This Notice is a summary of the basic terms of the Settlement. For more information, you may review the Settlement documents, including the Settlement Agreement, and other pleadings at any time during regular business hours in the Superior Court of California, County of San Diego located at 325 S. Melrose Drive, Vista, California 92081. You may also examine the records online on the Superior Court's website: <https://www.sdcourt.ca.gov/>. The documents filed in this case are listed in the Register of Actions, some may be available to view at a minimal charge.

You may also contact the Administrator by calling toll free (888) 369-3780 or writing to:
Smith and Ayala v. Zodiac Pool Systems Class Action Settlement
c/o Settlement Administrator
P. O. Box 26170
Santa Ana, California 92799

You may also contact the attorneys for the Plaintiffs and the Class, whose contact information is included in Paragraph 6 above for more information or if you have specific questions.

Upon the Court's final approval of the Settlement, the Court's Order Granting Final Approval and Entering Judgment may be viewed on the Settlement Administrator's website, at www.simpluris.com/case-information, or it may be viewed on the Court's website; the link is shown above.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF ZODIAC'S MANAGERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

- A. It is your responsibility to ensure the Settlement Administrator has your current mailing address and telephone number on file. The address on file is the address to which your Settlement Payment will be mailed.
- B. Settlement Payment checks must be cashed soon after receipt. Proceeds of checks which remain uncashed for 120 calendar days after the date of issuance will be transmitted to the State of California Controller's Office, Unclaimed Property Division for further handling on behalf of the individuals whose check were voided. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

CHANGE OF ADDRESS FORM

«IMb₁ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«IMb₁ullBarcodeEncoded»

«City», «State» «Zip»-«ZipDPC3»

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit, to the following:

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: _____ **[Required]**

I understand all future correspondence in this Action, including but not necessarily limited to important notices or settlement payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____, 2022

Signature **[Required]**

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST CLASS MAIL TO:**

Smith and Ayala v. Zodiac Pool Systems Class Action Settlement
c/o Settlement Administrator
P. O. Box 26170
Santa Ana, California 92799