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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

DONALD GARNER and AJAX VELASCO
GARCIA, individually, and on behalf of other
members of the general public similarly situated,

Plaintiff,

vs.

ERICKSON FRAMING CA LLC, a Delaware
limited liability company; ERICKSON
BUILDING COMPONENTS LLC, a Delaware
limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: S-CV-0046287

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Donald Garner and Ajax Velasco Garcia (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants Erickson Framing CA LLC; Erickson Building Components LLC; and Erickson Framing Operations LLC (“Defendants”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means the actions entitled: (a) *Donald Garner and Ajax Velasco Garcia v. Erickson Framing CA LLC, et al.*, Superior Court of California, County of Placer, Case No. S-CV-0046287; and (b) *Donald Garner and Ajax Velasco Garcia v. Erickson Framing CA LLC, et al.*, Superior Court of California, County of Placer, Case No. S-CV-0046737.
2. “Aggrieved Employees” mean all persons who worked for Defendants as non-exempt employees in the State of California at any time from March 2, 2020 through the earlier of November 22, 2022, or the date of Preliminary Approval.
3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Million One Hundred Thousand Dollars (\$2,100,000). The Attorneys Fees’ in this Action shall be divided 50% to Capstone Law APC and 50 % to Winston Law Group, P.C. The attorneys’ fees being sought in this action have not and will not be increased solely by reason of the division of fees. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to

Twenty-Five Thousand (\$25,000), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

4. "Class Counsel" means Capstone Law APC and Winston Law Group, P.C.

5. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's: (a) full name; (b) most recent mailing address and telephone number; (c) Social Security number; (d) dates of employment; (e) the respective number of Pay Periods that each Class Member worked during the Class Period; (f) the respective number of Pay Periods that each Aggrieved Employee worked during the PAGA Period; and (g) any other relevant information needed to calculate settlement payments.

6. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendants as non-exempt employees in the State of California at any time from February 26, 2017 through the earlier of November 22, 2022 or the date of Preliminary Approval.

7. "Class Period" means the period from February 26, 2017 through the earlier of November 22, 2022 or the date of Preliminary Approval.

8. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

9. "Court" means the Placer County Superior Court.

10. "Defendants" mean Defendants Erickson Framing CA LLC; Erickson Building Components LLC; and Erickson Framing Operations LLC.

11. "Effective Date" means the later of: (a) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (b) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and

1 California Rules of Court; or (c) the date of final dismissal of any appeal from the Judgment or the final
2 dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

3 12. "Final Approval" means the date on which the Court enters an order granting final
4 approval of the Settlement Agreement.

5 13. "Gross Settlement Amount" means the Gross Settlement Amount of Six Million Three
6 Hundred Thousand Dollars (\$6,300,000), to be paid by Defendants in full satisfaction of all Released
7 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
8 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement
9 Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by
10 Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual
11 claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as
12 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
13 Defendants. Defendants will be separately responsible for any employer payroll taxes required by law,
14 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
15 Settlement Amount.

16 14. "Individual Settlement Payment" means each Participating Class Member's and
17 Aggrieved Employee's respective shares of the Net Settlement Fund and PAGA Fund, as applicable.

18 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
19 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
20 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
21 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
22 Defendants.

23 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
24 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
25 name, signature, and address (for correspondence and identity verification purposes), and telephone
26 number, (b) a written statement of all any grounds for the objection they wish to be considered
27 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
28 documents upon which the objection is based; and (d) a statement whether the objector intends to appear

1 at the final fairness hearing. Class Members need not include legal arguments for their written objections
2 to be considered. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in
3 person or through an attorney, he or she need not file a notice of intention to appear at the same time as
4 the objection is filed. Any Class Member who does not submit a timely, valid written objection to the
5 Settlement, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of
6 the Settlement, by appeal or otherwise.

7 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
8 attached as Exhibit A.

9 18. "PAGA Period" means the period from March 2, 2020 through the earlier of November
10 22, 2022, or the date of Preliminary Approval.

11 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
12 the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees in connection
13 with Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§
14 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that One Hundred Thousand
15 Dollars (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant
16 to PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
17 Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor
18 and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Twenty-Five
19 Thousand Dollars (\$25,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to Aggrieved
20 Employees, and regardless whether they request to be excluded from the Settlement Class.

21 20. "Parties" means Plaintiffs and Defendants collectively.

22 21. "Participating Class Members" means all Class Members who do not submit timely and
23 valid Requests for Exclusion.

24 22. "Pay Period(s)" means, consistent with the definition provided by Labor Code section
25 204, the number of pay periods during which each Class Member worked during the Class Period and
26 each Aggrieved Employee worked during the PAGA Period, as applicable. Each Class Member will be
27 deemed to have worked during at least one Pay Period during the Class Period and each Aggrieved
28 Employee will be deemed to have worked during at least one Pay Period during the PAGA Period.

1 23. “Plaintiffs” means Plaintiffs Donald Garner and Ajax Velasco Garcia.

2 24. “Preliminary Approval” means the date on which the Court enters an order granting
3 preliminary approval of the Settlement Agreement.

4 25. “Released Class Claims” means any and all causes of action, claims, rights, damages
5 (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys’ fees,
6 costs, expenses, interest and losses alleged in the operative Complaints in the Actions or which could
7 reasonably have been alleged in the operative Complaints in the Actions under federal, state, local or
8 common law or at equity, based on the facts alleged in the operative Complaints during the Class Period,
9 including: (i) all claims for unpaid overtime; (ii) all claims for unpaid minimum wages; (iii) all claims for
10 meal and rest break violations; (iv) all claims for the failure to timely pay wages during employment or
11 upon termination based on the preceding claims; (v) all claims for the failure to reimburse for necessary
12 business expenses; (vi) all claims for reporting time violations; (vii) all claims for wage statement
13 violations based on the preceding claims; and (ix) all claims asserted through California Business &
14 Professions Code §§ 17200, *et seq.*

15 26. “Released PAGA Claims” means all claims for PAGA civil penalties that were brought,
16 or could have been brought, based on the facts alleged in Plaintiffs’ letters to the California LWDA
17 during the PAGA Period and the facts alleged in the operative complaints or which could reasonably
18 have been alleged based on those facts.

19 27. “Released Parties” means Defendants, their respective current and former affiliates and
20 related entities, including their parents and subsidiaries, shareholders, predecessors, successors, divisions,
21 joint ventures, insurers, fiduciaries, and assigns, and each of these entities’ past, present, or future direct
22 or indirect officers, directors, members, agents, attorneys, representatives, or employees.

23 28. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
24 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
25 name, address, and last four digits of the Social Security Number of the Class Member requesting
26 exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d)
27 clearly state and/or otherwise indicate that the Class Member does not wish to be included in the
28 Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

29. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

30. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately Two Thousand Eight Hundred (2,800) Class Members, the Settlement Administration Costs are currently estimated to be Twenty-Five Thousand Dollars (\$25,000).

31. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

32. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of Six Million Three Hundred Thousand Dollars (\$6,300,000) into a qualified settlement fund (“QSF”) to be established by the Settlement Administrator. Defendants will pay the employer’s share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce

1 Development Agency Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys'
2 Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement
3 Amount and the employer's share of payroll taxes into the QSF within thirty (30) calendar days after the
4 Effective Date ("Funding Date").

5 33. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
6 motion by Class Counsel for Attorneys' Fees and Costs of not more than Two Million One Hundred
7 Thousand Dollars (\$2,100,000), plus the reimbursement of all out-of-pocket costs and expenses
8 associated with Class Counsel's litigation and settlement of the Actions (including expert/consultant fees,
9 investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be
10 paid from the Gross Settlement Amount. The Court's award of attorneys' fees will be divided among
11 Class Counsel as follows: 50% to Capstone Law APC and 50% to Winston Law Group, P.C. The
12 attorneys' fees being sought in this action have not and will not be increased solely by reason of the
13 division of fees. Plaintiffs have also previously consented to this division of attorneys' fees.

14 34. Class Representative Enhancement Payment. In exchange for a general release, and in
15 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendants
16 agree not to oppose or impede any application or motion for Class Representative Enhancement
17 Payments of up to Ten Thousand Dollars (\$10,000), to each Plaintiff. The Class Representative
18 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to
19 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and
20 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
21 Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and
22 effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs are
23 not ultimately awarded by the Court.

24 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
25 reasonable costs of administration of the Settlement and distribution of payments from the Gross
26 Settlement Amount, which is currently estimated to be Twenty-Five Thousand Dollars (\$25,000). These
27 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
28 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing

1 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary
2 reports and declarations.

3 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
4 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
5 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-
6 Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent
7 (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to Aggrieved Employees in proportion
8 to the number of Pay Periods worked during the PAGA Period.

9 37. No Right to Exclusion or Objections to the PAGA Settlement. No Aggrieved Employee
10 has the right to exclude himself or herself from the release of the Released PAGA Claims, and all
11 Aggrieved Employees will receive their respective share of the PAGA Fund.

12 38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
13 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

14 39. PAGA Fund. The entire PAGA Fund will be distributed to all Aggrieved Employees.
15 No portion of the PAGA Fund will revert to or be retained by Defendants.

16 40. Individual Settlement Payment Calculations. Individual Settlement Payments will be
17 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Pay
18 Periods a Class Member and Aggrieved Employee worked during the applicable Class Period and
19 PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

20 40(a) Payments from the Net Settlement Fund. Defendants will calculate the total
21 number of Pay Periods worked by each Class Member during the Class
22 Period and the aggregate total number of Pay Periods worked by all Class
23 Members during the Class Period. To determine each Class Member's
24 estimated "Individual Settlement Payment" from the Net Settlement Fund,
25 the Settlement Administrator will use the following formula: The Net
26 Settlement Fund will be divided by the aggregate total number of Pay
27 Periods, resulting in the "Pay Period Value." Each Class Member's
28 "Individual Settlement Payment" will be calculated by multiplying each

1 individual Class Member's total number of Pay Periods by the Pay Period
2 Value. The Individual Settlement Payment will be reduced by any required
3 deductions for each Participating Class Member as specifically set forth
4 herein, including employee-side tax withholdings or deductions. The entire
5 Net Settlement Fund will be disbursed to all Class Members who do not
6 submit timely and valid Requests for Exclusion. Except as otherwise
7 provided in Paragraph 54, if there are any valid and timely Requests for
8 Exclusion, the Settlement Administrator shall proportionately increase the
9 Individual Settlement Payment for each Participating Class Member
10 according to the number of Pay Periods worked, so that the amount actually
11 distributed to the Settlement Class equals 100% of the Net Settlement Fund.

12 40(b) Payments from the PAGA Fund. Defendants will calculate the total number
13 of Pay Periods worked by each Aggrieved Employee during the PAGA
14 Period and the aggregate total number of Pay Periods worked by all
15 Aggrieved Employees during the PAGA Period. To determine each
16 Aggrieved Employee's estimated "Individual Settlement Payment" from the
17 PAGA Fund, the Settlement Administrator will use the following formula:
18 The PAGA Fund will be divided by the aggregate total number of Pay
19 Periods, resulting in the "PAGA Pay Period Value." Each Aggrieved
20 Employee's "Individual Settlement Payment" will be calculated by
21 multiplying each individual Aggrieved Employee's total number of Pay
22 Periods by the PAGA Pay Period Value. The entire PAGA Fund will be
23 disbursed to all Aggrieved Employees.

24 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
26 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
27 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
28 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.

1 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
2 or amounts to which any Class Members may be entitled under any benefit plans.

3 42. Administration Process. The Parties agree to cooperate in the administration of the
4 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
5 administration of the Settlement.

6 43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
7 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

8 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
9 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
10 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
11 List.

12 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
13 Administrator will perform a search based on the National Change of Address Database for information
14 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
15 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
16 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
17 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
18 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
19 skip-trace, or other search using the name, address and Social Security number of the Class Member
20 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
21 Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar
22 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
23 objection to the Settlement.

24 46. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
25 will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's
26 principal terms; (c) the Settlement Class and Aggrieved Employee definitions; (d) the total number of
27 Pay Periods each Class Member worked for Defendants during the Class Period; (e) the total number of
28 Pay Periods each Aggrieved Employee worked for Defendants during the PAGA Period; (f) each Class

1 Member's and Aggrieved Employee's estimated Individual Settlement Payment and the formula for
2 calculating Individual Settlement Payments; (g) the dates which comprise the Class Period and PAGA
3 Period; (h) instructions on how to submit Requests for Exclusion or Notices of Objection; (i) the
4 deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark
5 Notices of Objection to the Settlement; and (j) the claims to be released.

6 47. Disputed Information on Notice Packets. Class Members will have an opportunity to
7 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
8 employment dates or the number of Pay Periods on record, Class Members may produce evidence to the
9 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
10 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
11 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
12 and will be decided within ten (10) business days after the Response Deadline.

13 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
14 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
15 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
16 receiving the defective submission to advise the Class Member that his or her submission is defective
17 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
18 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
19 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
20 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

21 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
22 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
23 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
24 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
25 for Exclusion has been timely submitted.

26 50. Adjustment to the Class Period. The Settlement is premised on the understanding that
27 there are approximately Two Thousand Seven Hundred Seventy-One (2,771) Class Members eligible to
28 participate in the Settlement. If the actual number of Class Members eligible to participate in the

1 Settlement is greater than Ten Percent (10%) of this estimate, then the Class Period will end on the day
2 before the number of Class Members exceeded Three Thousand Forty-Eight (3,048).

3 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
4 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
5 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
6 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
7 Settlement.

8 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such
9 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
10 together and individually, on their behalf and on behalf of their respective heirs, executors,
11 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
12 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

13 53. Releases by Aggrieved Employees. Upon the Funding Date, and except as to such rights
14 or claims as may be created by this Settlement Agreement, each Aggrieved Employee, together and
15 individually, on their behalf and on behalf of the State of California, shall fully and forever release and
16 discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during
17 the PAGA Period.

18 54. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
19 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or
20 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in
21 writing to Class Counsel within twenty-one (21) calendar days after the Response Deadline. If the option
22 to rescind is exercised, then Defendants will be solely responsible for all Settlement Administration
23 Costs incurred to the date of rescission.

24 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may
25 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
26 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
27 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
28 deemed to have waived all objections to the Settlement and will be foreclosed from making any

1 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
2 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
3 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
4 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
5 Class Member timely submits both a Notice of Objection and a valid Request for Exclusion, the Request
6 for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
7 Class Member shall not participate in or be bound by the Settlement.

8 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
9 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
10 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
11 the Settlement, and whether any Class Member has submitted a challenge to any information contained
12 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
13 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

14 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
15 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
16 Members and Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs;
17 and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-
18 approved services performed in connection with the Settlement.

19 58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
20 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
21 more than one hundred and eighty (180) calendar days after issuance will be tendered to State
22 Controller's Office, Unclaimed Property Division or, if otherwise ordered by the Court, to a *cypres*
23 recipient mutually agreed upon by the Parties.

24 59. Certification of Completion. Upon completion of administration of the Settlement, the
25 Settlement Administrator will provide a written declaration under oath to certify such completion to the
26 Court and counsel for all Parties.

27 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
28 be allocated as follows: (a) Twenty-Five Percent (25%) of each Individual Settlement Payment will be

1 allocated as wages for which IRS Forms W-2 will be issued; and (b) Seventy-Five (75%) will be
2 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

3 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
4 will be responsible for issuing to Plaintiffs, Participating Class Members, Aggrieved Employees, and
5 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
6 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all
7 payroll taxes and penalties to the appropriate government authorities.

8 62. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
9 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
10 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
11 regard.

12 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
13 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
14 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
15 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
16 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
17 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
18 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
19 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
20 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
22 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
23 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
24 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
25 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
26 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
27 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel will provide Defendants with a draft of the Motion for Preliminary Approval at least four (4) court days prior to filing deadline.

67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the

1 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
2 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
3 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
4 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
5 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
6 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
7 hearing. Class Counsel will provide Defendants with a draft of the Motion for Final Approval at least
8 four (4) court days prior to filing deadline.

9 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
10 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
11 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
12 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
13 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
14 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
15 Administrator's website.

16 69. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
17 all Participating Class Members, Plaintiffs hereby release and forever discharge the Released Parties, to
18 the fullest extent permitted by law, of and from any and all claims, causes of action, rights, damages
19 (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys' fees,
20 costs, expenses, interest and losses under federal, state, local or common law, or at equity, known and
21 unknown, asserted and not asserted, accrued or unaccrued, which Plaintiffs have or may have against the
22 Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing
23 release is a release to which Section 1542 of the California Civil Code or similar provisions of other
24 applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them
25 by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
26 which are as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
2 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
3 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
4 PARTY.

5 Notwithstanding anything herein to the contrary, the general release of claims in this Paragraph does not
6 extend to workers' compensation or unemployment benefits, or to any other rights or benefits that, as a
7 matter of law, may not be waived, including but not limited to unwaivable rights the Plaintiffs might
8 have under federal and/or state law. However, this release does prevent the Plaintiffs from making any
9 individual or personal recovery against the Released Parties, including the recovery of money damages,
10 reinstatement or other legal or equitable relief, as a result of filing a charge or complaint with a
11 government agency against any of the Released Parties, with the exception of any right to seek or
12 recover a monetary whistleblower award from a government-administered whistleblower award
13 program for providing information directly to a government agency.

14 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
15 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
16 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

17 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
18 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
19 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
20 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
21 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
22 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
23 contradict the terms of this Settlement Agreement.

24 72. Amendment or Modification. No amendment, change, or modification to this Settlement
25 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

26 73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
3 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
4 reach agreement on the form or content of any document needed to implement the Settlement, or on any
5 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
6 may seek the assistance of the Court to resolve such disagreement.

7 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
10 will be governed by and interpreted according to the laws of the State of California.

11 76. Execution and Counterparts. This Settlement Agreement is subject only to the execution
12 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
14 copies of the signature page, will be deemed to be one and the same instrument.

15 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
17 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
18 account all relevant factors, present and potential. The Parties further acknowledge that they are each
19 represented by competent counsel and that they have had an opportunity to consult with their counsel
20 regarding the fairness and reasonableness of this Settlement.

21 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
24 valid and enforceable.

25 79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
27 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
28 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

1 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
2 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
3 approved, the stipulation to certification will be void. The Parties further agree that certification for
4 purposes of the Settlement is not an admission that class action certification is proper under the standards
5 applied to contested certification motions and that this Settlement Agreement will not be admissible in
6 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants
7 are liable to Plaintiffs or any Class Member or Aggrieved Employee, other than according to the
8 Settlement's terms.

9 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
10 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
11 entering into this Settlement, Defendants do not admit, and specifically deny, any and all liability to
12 Plaintiffs, the Class Members, and the Aggrieved Employees, including without limitation any claim that
13 they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
14 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
15 violated or breached any duty; engaged in any unfair practice or misrepresentation or deception; or
16 engaged in any other unlawful conduct. Neither this Settlement Agreement, nor any of its terms or
17 provisions, nor any of the negotiations connected with it, will be construed as an admission or concession
18 by Defendants of any such violations or failures to comply with any applicable law. Except as necessary
19 in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and
20 provisions will not be offered or received as evidence in any action or proceeding to establish any
21 liability or admission on the part of Defendants or to establish the existence of any condition constituting
22 a violation of, or a non-compliance with, federal, state, local or other applicable law.

23 82. No Public Comment: The Parties and their counsel agree that they will not issue any
24 press releases, initiate any contact with the press, respond to any press inquiry, or have any
25 communication with the press about the fact, amount or terms of the Settlement.

26 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
27 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
28 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

1 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
3 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
4 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
5 expert witness fees incurred in connection with any enforcement actions.

6 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
7 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
8 more strictly against one party than another merely by virtue of the fact that it may have been prepared
9 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
10 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11 86. Representation By Counsel. The Parties acknowledge that they have been represented
12 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
13 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
14 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

15 87. All Terms Subject to Final Court Approval. All amounts and procedures described in
16 this Settlement Agreement herein will be subject to final Court approval.

17 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
18 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
19 Settlement Agreement.

20 89. Binding Agreement. The Parties warrant that they understand and have full authority to
21 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
22 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
23 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
24 otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 12/19/2022

DocuSigned by:

43B97B11B2964FD...

Donald Garner

PLAINTIFF

Dated: _____

Ajax Velasco Garcia

**DEFENDANTS ERICKSON FRAMING CA
LLC; ERICKSON BUILDING COMPONENTS
LLC; AND ERICKSON FRAMING
OPERATIONS LLC**

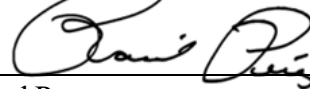
Dated: _____

Rich Gallagher, CEO On behalf of Erickson Framing
CA LLC, Erickson Building Components LLC, and
Erickson Framing Operations LLC

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 12/19/2022

By: 
Raul Perez
Attorneys for Plaintiff Donald Garner

WINSTON LAW GROUP, P.C.

Dated: _____

By: _____
David S. Winston
Attorneys for Plaintiff Ajax Velasco Garcia

VEDDER PRICE (CA), LLP

Dated: _____

By: _____
Cheryl Sabnis
Attorneys for Defendants Erickson Framing CA
LLC; Erickson Building Components LLC; and
Erickson Framing Operations LLC

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3 Dated: _____

4 Donald Garner

5 **PLAINTIFF**

6 Dated: 12 / 16 / 2022

7 Ajax Velasco Garcia

8 **DEFENDANTS ERICKSON FRAMING CA**
9 **LLC; ERICKSON BUILDING COMPONENTS**
10 **LLC; AND ERICKSON FRAMING**
11 **OPERATIONS LLC**

12 Dated: _____

13 Rich Gallagher, CEO On behalf of Erickson Framing
14 CA LLC, Erickson Building Components LLC, and
15 Erickson Framing Operations LLC

16 **APPROVED AS TO FORM**

17 **CAPSTONE LAW APC**

18 Dated: _____

19 By: _____

20 Raul Perez
21 Attorneys for Plaintiff Donald Garner

22 **WINSTON LAW GROUP, P.C.**

23 Dated: 12 / 16 / 2022

24 By: David Winston

25 David S. Winston
26 Attorneys for Plaintiff Ajax Velasco Garcia

27 **VEDDER PRICE (CA), LLP**

28 Dated: December 13, 2022

By: _____

Cheryl Sabnis
Attorneys for Defendants Erickson Framing CA
LLC; Erickson Building Components LLC; and
Erickson Framing Operations LLC

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

(*Garner et al. vs. Erickson Framing CA LLC et al.*, Case Nos. S-CV-0046287, S-CV-0046737)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF PLACER

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who were employed by Defendants Erickson Framing CA LLC; Erickson Building Components LLC; and Erickson Framing Operations LLC (“Defendants”) as non-exempt employees in the State of California at any time from February 26, 2017 through November 22, 2022 (“Class Members”).

All persons who were employed by Defendants as non-exempt employees in the State of California at any time from March 2, 2020 through November 22, 2022 (“Aggrieved Employees”).

You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement. You have several options available to you:

PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	<u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendants separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD] and the estimated number of pay periods that you worked during the Class Period are [INSERT ESTIMATED NUMBER OF PAY PERIODS WORKED DURING THE CLASS PERIOD] . The actual amount you receive may be different and will depend on a number of factors. See the explanation in Section _ below for more information
ASK TO BE EXCLUDED (OPT OUT)	If you timely request in writing to be excluded from the proposed Class Settlement, you <u>WILL NOT</u> receive a share of the Class Settlement proceeds, but you will keep any rights you may have to sue Defendants separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by [REDACTED], [REDACTED]. Regardless of whether you opt out of the Class Settlement, if you are deemed an Aggrieved Employee for PAGA purposes you will still receive your allocation of the PAGA Payment and will be bound by the release of the Released PAGA Claims.
OBJECT	You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims

	against Defendants. Your written objection should be postmarked or faxed by [REDACTED], [REDACTED].
--	---

Unless you choose to opt out of the Class Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 .m. on _____, 2023 in Department ____ of the Placer County Superior Court located at 10820 Justice Center Dr., Roseville, California 95678. You are not required to attend the hearing, but you may do so.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiffs Donald Garner and Ajax Velasco Garcia, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants failed to comply with California state labor laws as a result of the alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; (5) pay employees reporting time pay; and (6) provide employees with accurate, itemized wage statements. Plaintiffs also alleged that Defendants engaged in unfair competition in violation of Bus. & Prof. Code section 17200, and violated California's Private Attorney General Act of 2004 ("PAGA").

Defendants deny and dispute all such claims and assert that they have no liability to either Plaintiff or any of the putative Class Members or alleged Aggrieved Employees. Specifically, Defendants contend that Plaintiffs, putative Class Members, and alleged Aggrieved Employees were paid all wages owed, were provided meal and rest breaks, were timely paid all wages due, both during employment and upon termination, were reimbursed for all necessary business expenses, were paid accurately for reporting, and received wage statements satisfying statutory requirements, and therefore they are not liable for any of the damages or penalties claimed or that could be claimed in the Action. Further, Defendants contend that this Action cannot be maintained as a class or PAGA representative action.

After the exchange of relevant information and evidence and participation in a mediation, the parties agreed to enter into a settlement agreement resolving all of Plaintiffs' claims.

No rulings have been made by the court on the merits of Plaintiffs' alleged claims and there has been no trial on the merits relating to any of the claims referenced above. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$6,300,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Donald Garner and Ajax Velasco Garcia. for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendants; (3) \$2,100,000 in

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment to be shared by all Aggrieved Employees (the "PAGA Fund"); and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$25,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all Aggrieved Employees will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Pay Periods worked by each Class Member from February 26, 2017 through November 22, 2022 ("Class Period") and the aggregate total number of Pay Periods worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Pay Periods, resulting in the "Pay Period Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Pay Periods by the Pay Period Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Pay Periods worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of _____ Pay Periods. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendants will calculate the total number of Pay Periods worked by each Aggrieved Employee from March 2, 2020 through November 22, 2022 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employees' estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided, by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each Aggrieved Employees' share of the PAGA Fund will be calculated by multiplying each Aggrieved Employees total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the PAGA Fund even if a valid Request for Exclusion from the Class Settlement is submitted.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of _____ Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims:

Released Class Claims: Any and all causes of action, claims, rights, damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys' fees, costs, expenses, interest and losses alleged in the operative Complaints in the Actions or which could reasonably have been alleged in the operative Complaints in the Actions under federal, state, local or common law, based on the facts alleged in the operative Complaints during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for unpaid minimum wages; (iii) all claims for meal and rest break violations; (iv) all claims for the failure to timely pay wages during employment and upon termination based on the preceding claims; (v) all claims for the failure to reimburse for necessary business expenses; (vi) all claims for reporting time violations; (vii) all claims for wage statement violations based on the preceding claims; and (ix) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

What if I do not wish to participate in the Proposed Settlement?

If you do not wish to participate in the Class Settlement, you may opt out from participating by submitting a written request to the Settlement Administrator (the "Opt Out"). The Opt-Out must be timely sent to the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in Garner v. Erickson Framing lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the class settlement in this Action." The written request for exclusion must include your name, signature, address, and the last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2023. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are an Aggrieved Employee, you will still release the Released PAGA Claims: All claims for PAGA civil penalties that were brought, or could have been brought, based on the facts alleged in Plaintiffs' letters to the

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

California LWDA during the PAGA Period and the facts alleged in the operative complaints or which could reasonably have been alleged based on those facts. You will also still receive a payment from the PAGA Fund.

What If I Have an Objection?

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2023. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the Class Settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Placer and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and, if you are an Aggrieved Employee, the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 543-9615

David Winston
Winston Law Group, P.C.
1880 Century Park East, Suite 511
Los Angeles, CA 90067
Phone: 1 (424) 288-4531

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******