

FILED

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Clerk of the Superior Court of California
County of Sonoma
By Deputy Clerk

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Attorneys for Plaintiffs Jack Williams, Christopher Todd, and all Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

JACK WILLIAMS, an individual, and
CHRISTOPHER TODD, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFFS,

v.

PACE SUPPLY CORP.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. SCV-268171

[Case Assigned for All Purposes to Hon.
Bradford DeMeo in Dept. 17]

**JOINT STIPULATION REQUESTING
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT;
[PROPOSED] ORDER GRANTING
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT AND
[PROPOSED] FINAL JUDGMENT
THEREON**

Complaint Filed: April 12, 2021
FAC Filed: October 12, 2021
SAC Filed: July 5, 2022
Trial Date: None Scheduled

1 Plaintiffs JACK WILLIAMS and CHRISTOPHER TODD ("Plaintiffs"), on behalf of
2 themselves and the people of the State of California and as "aggrieved employees" under the Labor
3 Code Private Attorneys General Act of 2004, § 2699, et seq. ("PAGA") and Defendant PACE
4 SUPPLY CORP. ("Defendant") (collectively "the Parties") submit the following:

5 **WHEREAS**, on February 4, 2021, Plaintiff Williams submitted a PAGA notice letter to
6 Defendant and the LWDA. After the exhaustion period, on April 12, 2021, Plaintiff Jack Williams
7 filed a representative action under the California Labor Code's PAGA for penalties for violations
8 of Labor Code §§ 226(a), 226.7, and 512 in Sonoma County Superior Court, Case No. SCV-
9 268171.

10 **WHEREAS**, Plaintiff Todd submitted a PAGA notice letter to Defendant and the LWDA
11 on May 7, 2021 and, after the requisite 65-day time period, he filed his representative action under
12 PAGA for violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 256,
13 510, 512, 558, 1174.5, 1194, 1197, 1197.1, and 2802 in San Joaquin County Superior Court, Case
14 No. STK-CV-UOE-2021-0006165 on July 12, 2021.

15 **WHEREAS**, on October 12, 2021, Plaintiffs filed a First Amended Representative Action
16 Complaint, merging Plaintiff Todd's separate action with Plaintiff Williams' action in Sonoma
17 County Superior Court.

18 **WHEREAS**, the Action alleges a single cause of action pursuant to PAGA, through which
19 Plaintiffs seek to represent certain current and former employees of Defendant for alleged
20 underlying Labor Code violations that give rise to liability under PAGA.

21 **WHEREAS**, Plaintiffs allege that Defendant engaged in numerous wage-and-hour
22 violations by conducting required, uncompensated COVID-19 screening off-the-clock, failed to
23 keep accurate records of hours worked as required by law, failed to pay reporting time pay, failed
24 to include economic items in the regular rate which has caused the overtime and/or double-time
25 wages of employees to be underpaid, failed to provide compliant meal and rest breaks and pay the
26 requisite meal and rest period premiums at the correct rate of pay, failed to issue accurate itemized
27 wage statements, failed to reimburse expenses incurred by employees, and failed to pay all wages
28 due upon separation from Defendant's employment.

1 **WHEREAS**, Defendant denies that it has engaged in any unlawful activity, that it has
2 failed to comply with the law in any respect, and that it has any liability to anyone under the claims
3 asserted in the Action.

4 **WHEREAS**, the Parties have reached a settlement of the claims of Plaintiffs and all
5 Aggrieved Employee(s) defined as "all of Defendant's current and former non-exempt employees
6 who worked for Defendant in California from August 10, 2019 to May 14, 2022."

7 **WHEREAS**, the Parties attended formal mediation and engaged in arms-length negotiations
8 in which they reached a resolution of the PAGA claim asserted in the Action. The Parties'
9 agreement is memorialized in the fully-executed PAGA Action Settlement Agreement attached
10 hereto as Exhibit "1" (hereafter "Settlement Agreement" or "Agreement").

11 **WHEREAS**, pursuant to Labor Code Section 2699(I) the Parties are required to obtain
12 court approval of the penalties provided for in the settlement of a PAGA claim and therefore file
13 the instant the Joint Stipulation.

14 **WHEREAS**, as explained by the California Supreme Court in *Arias v. Superior Court*
15 (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in
16 PAGA cases and therefore do not need to follow the class action procedures for obtaining an
17 approval of the settlement.

18 **WHEREAS**, the Parties seek to obtain the Court's approval of the PAGA penalties in the
19 most efficient manner possible.

20 **IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS**
21 **FOLLOWS:**

22 The Parties stipulate and jointly propose that the Court approve the following terms of the
23 Settlement Agreement which includes the following key terms:

- 24 a) Settlement of the claim asserted in Plaintiffs' Operative Complaint on
25 behalf of themselves and all Aggrieved Employees for PAGA penalties in
26 the Gross Amount of \$950,000.
- 27 b) After deduction of the Named Plaintiffs Service Payment, Plaintiffs'
28 Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment,

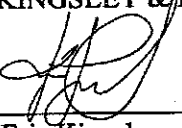
1 and the Administration Expenses Payment as detailed in the Settlement
2 Agreement, the remaining Net Settlement Amount is \$585,833.33, all of
3 which is allocated as PAGA Penalties.

- 4 c) Pursuant to PAGA, the PAGA Penalties will be distributed as follows:
5 75% (or \$439,375.00) will be distributed to the LWDA, and 25% (or
6 \$146,458.33) will be distributed to the Aggrieved Employees.

7 WHEREAS, the Parties request that the Court enter the accompanying Order Granting
8 Approval Of Representative Action Settlement, and enter the accompanying Final Judgment.

9
10 DATED: September 7, 2022

KINGSLEY & KINGSLEY, APC

11
12 By: 

13 Eric Kingsley
14 Kelsey Szamet
15 Attorneys for Plaintiffs Jack Williams, Plaintiff
16 Christopher Todd, and all Aggrieved Employees

17
18 DATED: September 6, 2022

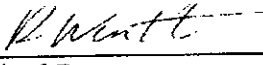
SCHEPPACH BAUER PC

19
20 By: 

21 John M. Scheppach
22 Attorneys for Plaintiff Jack Williams, Plaintiff
23 Christopher Todd, and all Aggrieved Employees

24
25 DATED: September 6, 2022

GORDON REES SCULLY MANSUKHANI, LLP

26
27 By: 

28 Michael Bruno
Rachel Winterle
Attorneys for Defendant
PACE Supply Corp.

~~**PROPOSED**~~ **ORDER**

Pursuant to the Joint Stipulation for Approval of Representative Action Settlement submitted by Plaintiffs JACK WILLIAMS and CHRISTOPHER TODD ("Plaintiffs"), on behalf of themselves and the people of the State of California and as an "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. ("PAGA") and Defendant PACE SUPPLY CORP ("Defendant") (collectively "the Parties") and good cause appearing:

Having considered the Parties' Joint Stipulation, and all legal authorities and documents submitted in support thereof, including the PAGA Action Settlement Agreement ("Settlement Agreement" or "Settlement"), attached hereto as Exhibit "1", and good cause appearing, IT IS HEREBY ORDERED that the Parties' request is GRANTED, subject to the following findings and orders:

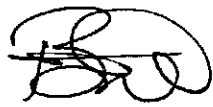
- a) The Court grants approval of the Settlement Agreement based upon the terms set forth in the attached Settlement Agreement. The Court finds the Settlement Agreement is fair, adequate, and reasonable to the Aggrieved Employees.
- b) The "Aggrieved Employees" covered by the Settlement Agreement are defined as "Defendant's current and former non-exempt employees who worked for Defendant in California from August 10, 2019 to May 14, 2022."
- c) The Gross Settlement Amount is \$950,000.
- d) After deduction of Individual PAGA Payments, the LWDA PAGA Payment, Named Plaintiffs Service Payment, Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, and the Administration Expenses Payment as detailed in the Settlement Agreement, the remaining Net Settlement Amount is anticipated to be \$585,833.33 is allocated as PAGA penalties.
- e) The Court approves the PAGA Penalties to be paid from the Gross Settlement Amount, with 75% (estimated at \$439,375.00) allocated to the

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LWDA PAGA Payment and 25% (estimated at \$146,458.33) allocated to the Individual PAGA Payments.

f) The Court orders the Parties to carry out their duties as set forth in the Settlement Agreement.

DATED: 9/26/2022



JUDGE OF THE SUPERIOR COURT

1 ~~PROPOSED~~ FINAL JUDGMENT

2 The Court has received and considered the Joint Stipulation for Approval of Representative
3 Action Settlement submitted by Plaintiffs JACK WILLIAMS and CHRISTOPHER TODD
4 ("Plaintiffs"), on behalf of themselves and the people of the State of California and as an
5 "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004, §2699, et
6 seq. ("PAGA") and Defendant PACE SUPPLY CORP ("Defendant") (collectively "the Parties")
7 in the above-captioned action.

8 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

9 The Court having entered an Order Granting Approval of Representative Action Settlement
10 as reflected in the Parties' PAGA Action Settlement Agreement hereby enters FINAL
11 JUDGMENT in favor of Plaintiffs and the Aggrieved Employees in the amount of \$950,000. This
12 "Judgment" is intended to be a final disposition of the above captioned action in its entirety, and
13 is intended to be immediately appealable.

14
15 **IT IS SO ORDERED.**

16
17 DATED: 9/26/2022

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19 _____
20 JUDGE OF THE SUPERIOR COURT
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EXHIBIT "1"

PAGA ACTION SETTLEMENT AGREEMENT

This PAGA Action Settlement Agreement ("Agreement") is made by and between Plaintiffs Jack Williams and Christopher Todd ("Plaintiffs") and Defendant PACE Supply Corp. ("Defendant" or "PACE"). The Agreement refers to Plaintiffs and Defendant collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiffs' lawsuit brought under the Private Attorneys General Act of 2004 ("PAGA") alleging wage and hour violations against Defendant, captioned *JACK WILLIAMS, an individual, and CHRISTOPHER TODD, an individual, on behalf of the State of California, as a private attorney general, Plaintiffs v. PACE SUPPLY CORP.; and DOES 1 thru 50, inclusive, Defendants*, Case No. SCV-268171 initiated on April 12, 2021 and pending in Superior Court of the State of California, County of Sonoma.
- 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" or "Administrator's Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses to carry out the administration of the Settlement Agreement.
- 1.4. "Aggrieved Employee(s)" means all of Defendant's current and former non-exempt employees who worked for Defendant in California from August 10, 2019 to May 14, 2022.
- 1.5. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, popular social media websites such as [e.g., Facebook and LinkedIn], and direct contact by the Administrator with Aggrieved Employees via telephone or email.
- 1.6. "Complaint" or "Operative Complaint" means the Second Amended Complaint filed in this Action on July 5, 2022, and all exhibits attached thereto.
- 1.7. "Covered Period," "Release Period," or "PAGA Period" means the period from August 10, 2019 to May 14, 2022.
- 1.8. "Court" means the Superior Court of California, County of Sonoma.
- 1.9. "Defendant" means named defendant PACE SUPPLY CORP.

- 1.10. "Defense Counsel" means Gordon Rees Scully Mansukhani, LLP.
- 1.11. "Effective Date" means the later of means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.
- 1.12. "Gross Settlement" or "Gross Settlement Amount" means \$950,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Counsel Fees, Plaintiffs' Counsel Expenses, Named Plaintiffs Service Payment, and the Administrator's Expenses.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court approving this Agreement.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency identified under Labor Code Section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Named Plaintiffs" means Plaintiff Jack Williams and Plaintiff Christopher Todd.
- 1.18. "Named Plaintiffs Service Payment" means the payment to the Named Plaintiffs for initiating the Action, providing services in support of the Action, and their general release of claims.
- 1.19. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Named Plaintiffs Service Payment, Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.20. "PAGA Period" means the period from August 10, 2019 to May 14, 2022.
- 1.21. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.*).
- 1.22. "PAGA Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, last-known telephone number, last-known email address, Social Security number, employee identification number, dates of employment, and number of Pay Periods.

- 1.23. "PAGA Notice" means the Court approved letter to be mailed to Aggrieved Employees in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day, during the Covered Period, respectively.
- 1.26. "Plaintiffs" means Jack Williams and Christopher Todd, the named Plaintiffs in the Action.
- 1.27. "Plaintiffs' Counsel" means Kingsley & Kingsley, APC, Tojarieh Law Firm, PC, and Scheppach Bauer PC.
- 1.28. "Plaintiffs' Counsel Fees Payment" and "Plaintiffs' Counsel Litigation Expenses Payment" mean the amounts allocated to Plaintiffs' Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.29. "Released Parties" means: Defendant and its predecessors, successors, subsidiaries, affiliates, assigns, and its directors, officers, trustees, current and former non-exempt employees, attorneys, and agents and each of them.
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On February 4, 2021, Plaintiff Williams submitted a PAGA notice letter to Defendant and the LWDA. After the exhaustion period, on April 12, 2021, Plaintiff Jack Williams filed a representative action under the California Labor Code's PAGA for penalties for violations of Labor Code §§ 226(a), 226.7, and 512 in Sonoma County Superior Court, Case No. SCV-268171.

Plaintiff Todd submitted a PAGA notice letter to Defendant and the LWDA on May 7, 2021 and, after the requisite 65-day time period, he filed his representative action under PAGA for violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 256, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, and 2802 in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-0006165 on July 12, 2021.

On October 12, 2021, Plaintiffs filed a First Amended Representative Action Complaint, merging Plaintiff Todd's separate action with Plaintiff Williams' action in Sonoma County Superior Court. Plaintiffs allege that Defendant engaged in numerous wage-and-hour violations by conducting required, uncompensated COVID-19 screening off-the-clock,

failed to keep accurate records of hours worked as required by law, failed to pay reporting time pay, failed to include economic items in the regular rate which has caused the overtime and/or double-time wages of employees to be underpaid, failed to provide compliant meal and rest breaks and pay the requisite meal and rest period premiums at the correct rate of pay, failed to issue accurate itemized wage statements, failed to reimburse expenses incurred by employees, and failed to pay all wages due upon separation from Defendant's employment.

On April 22, 2022, Plaintiffs submitted an amended PAGA letter to the LWDA further specifying their facts and theories of liability. After serving a copy of the amended PAGA letter on Defendant via certified mail and waiting the requisite 65-day time period, Plaintiffs filed a Second Amended Complaint in the Action on July 5, 2022.

Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint or any wage and hour violations, and denies any and all liability for the causes of action alleged.

- 2.2. On March 14, 2022, the Parties participated in an all-day mediation presided over by Francis ("Tripper") J. Ortman III which led to this Agreement to settle the Action.
- 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, pertinent documents and data for the Aggrieved Employees so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to and will pay \$950,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its Judgment:
 - 3.2.1. To Plaintiffs: Named Plaintiffs Service Payment to the Named Plaintiffs of not more than \$10,000.00 apiece (in addition to any Individual PAGA Payment the Named Plaintiffs are entitled to receive as Aggrieved Employees). Defendant will not oppose Plaintiffs' request for a Named Plaintiffs Service Payment that does not exceed this amount. Plaintiffs will seek court approval of Named Plaintiffs Service Payment no later than 16 court days after this Agreement is fully-executed. If the Court approves a Named Plaintiffs Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Named Plaintiffs Service Payment using IRS Form 1099.

Plaintiffs assume full responsibility and liability for taxes owed on the Named Plaintiffs Service Payment.

3.2.2. To Plaintiffs' Counsel: Plaintiffs' Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, currently estimated to be \$316,666.67, and a Plaintiffs' Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Plaintiffs' Counsel will seek court approval of Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment no later than 16 court days after this Agreement is fully-executed. If the Court approves Plaintiffs' Counsel Fees Payment and/or a Plaintiffs' Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiffs' Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Plaintiffs' Counsel Fee Payment and/or Plaintiffs' Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Plaintiffs' Counsel Fees Payment and the Plaintiffs' Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,500.00. To the extent the Administration Expenses are less or the Court approves payment less than \$7,500.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: After subtracting out from the Gross Settlement Amount the amount of the Court-approved Service Payment to the Named Plaintiffs, Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment, and Administrator Expenses Payment, the remainder shall be the PAGA Penalties to be paid from the Gross Settlement Amount, with 75% (estimated at \$439,375.00) allocated to the LWDA PAGA Payment and 25% (estimated at \$146,458.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (estimated at \$146,458.33) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period to come up with a per Pay Period amount and (b) multiplying the result by each Aggrieved Employee's individual number of PAGA Pay Periods.

3.2.4.2. Tax Allocation of Individual PAGA Payments. 100% of each Aggrieved Employee's Individual Payment will be allocated to settlement of claims for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to

wage withholdings and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.3. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.3 PAGA Data. Not later than 14 days after the Court grants Approval of the Settlement, Defendant will deliver the PAGA Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the PAGA Data in confidence, use the PAGA Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Data to attorneys and employees who may need access to the PAGA Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiffs' Counsel of any Aggrieved Employee information missing or omitted from the PAGA Data. Without any extension of the deadline by which Defendant must send the PAGA Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Data. The Settlement Administrator shall report the total Pay Periods to Plaintiffs' Counsel.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 30 days after the date on which the Court approves the Settlement.

4.2. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiffs' Counsel Fees Payment, the Plaintiffs' Counsel Litigation Expenses Payment, and the Named Plaintiffs Service Payments. Disbursement of the Plaintiffs' Counsel Fees Payment, the Plaintiffs' Counsel Litigation Expenses Payment and the Named Plaintiffs Service Payment shall not precede disbursement of Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First-Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom PAGA Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.2.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS

forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" as defined in California Code of Civil Procedure Section 384, subd. (b).

4.2.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds employer-side payroll taxes owed, if any, on the Individual PAGA Payments, Plaintiffs, and Plaintiffs' Counsel will release claims against all Released Parties as follows:

5.2. Plaintiffs' Individual Releases. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully release and discharge Released Parties from any and all liability, claims, demands and transactions, or occurrences that occurred during the Covered Period, including, but not limited to: (a) all claims, demands or actions that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, and or arising under PACE's policies and procedures, whether formal or informal; the United States Constitution or the State of California Constitutions; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities; the Americans with Disabilities Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; tort, contract or common law; and any other federal, state or local statute, ordinance or regulation (including, without limitation, the California Civil Code, the California Labor Code, the California Government Code, and the California Health & Safety Code); and (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Covered Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain

effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Individual Releases under Paragraph 5.2, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.3. Release by Aggrieved Employees: Upon the Effective Date, Defendants shall be entitled to a release from the State of California and the Labor and Workforce Development Agency, as well as from the Aggrieved Employees, of all claims for Civil Penalties pursuant to Labor Code section 2698 *et seq.* (PAGA), that were pled in the Complaint or could have been pled based on the factual allegations in the Complaint, including claims for PAGA penalties arising out of or based on: (1) Failure to Pay Wages; (2) Failure to provide Meal Periods and Rest Periods; (3) Failure to Pay For Off-The-Clock Work; (4) Failure to Maintain or Timely Provide Records; (5) Inaccurate Wage Statements; (6) Waiting Time Penalties; and (7) Unreimbursed Business Expenses, and all applicable Wage Orders that arose during the Release Period.

6. COURT APPROVAL.

6.1. The Parties recognize in accordance with Labor Code §2699(1)(2) that Court approval is required in the event of any settlement of a PAGA action ["The superior court shall review and approve any settlement of any civil action filed pursuant to this part."]. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. Instead, in order to comply with the requirements of Labor Code §2699, Plaintiffs shall file a joint stipulation of the Parties seeking approval of the key terms of the Settlement and attaching the instant Settlement Agreement for the Court's review ("Approval Stipulation"). Plaintiffs shall concurrently apply to the Court for the entry of an order approving the Settlement ("Proposed Order")(see Exhibit "B" hereto) and a proposed Judgment ("Proposed Judgment")(see Exhibit "C" hereto) in the amount of \$950,000.00 which requests that the Court: (1) enter judgment in the Action and permanently bar all members of the Aggrieved Employees from prosecuting any of the claims released in this Settlement against Defendant and the Releasees; and (2) waive all rights to appeal.

6.2. At the same time Plaintiffs submits the Approval Stipulation to the Court, they shall also submit a copy to the LWDA.

- 6.3. If, for any reason, the Court is not satisfied with the Approval Stipulation, Plaintiffs shall submit a noticed Motion for Approval of Representative Action Settlement to the Court identifying the key terms of this Settlement and requesting that the Court approve the PAGA Penalties provided for in this Settlement Agreement ("Approval Motion") along with the Proposed Order and Proposed Judgment as discussed in paragraph 6.1

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the all necessary requirements including under US Treasury Regulation section 468B-1.
- 7.4. Notice to Aggrieved Employees.
- 7.4.1. Within three (3) days of receipt of the PAGA Data, the Settlement Administrator shall send an email to the Parties confirming receipt of the PAGA Data and indicating the number of Aggrieved Employees and the number of eligible Pay Periods included in the PAGA Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the PAGA Data, the Administrator will send to all Aggrieved Employees identified in the PAGA Data, via First-Class United States Postal Service ("USPS") mail, the PAGA Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement. The first page of the PAGA Notice shall prominently estimate the dollar amounts of any Individual PAGA Payment payable to the Aggrieved Employee, and the number of PAGA Pay Periods used to calculate these amounts. Before mailing PAGA Notices, the Administrator shall update Aggrieved Employee addresses using the National Change of Address database.
- 7.4.3. Not later than 3 business days after the Administrator's receipt of any PAGA Notice returned by the USPS as undelivered, the Administrator shall re-mail the PAGA Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Aggrieved Employee Address Search, and re-mail the PAGA Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send PAGA Notice to Aggrieved Employees whose PAGA Notice is returned by the USPS a second time.

7.4.4. If the Administrator, Defendant, or Plaintiffs' Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the PAGA Data and should have received the PAGA Notice, the Parties will expeditiously meet and confer by telephone, and in good faith, in an effort to agree on whether to include them as Aggrieved Employees. If the Parties agree, such persons will be Aggrieved Employees entitled to the same rights as other Aggrieved Employees, and the Administrator will send, via email or overnight delivery, the PAGA Notice attached to this Agreement not later than 14 days after receipt of PAGA Notice, or the deadline dates in the PAGA Notice, whichever are later.

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

7.5.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Aggrieved Employee calls, faxes and emails.

7.5.2. PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Aggrieved Employee challenges over the calculation of Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8. PAGA PAY PERIOD SIZE MODIFICATION.

8.1. Defendant has represented that the Aggrieved Employees have worked a total of no greater than 250,000 total pay periods during the PAGA Period. Should the actual number of pay periods worked by the Aggrieved Employees exceed more than 5% greater than this figure (i.e., if there are 262,501 or more total pay periods), Plaintiff may exercise the option to withdraw from the settlement and, if that occurs, this Agreement will be entirely void. However, the Parties may also agree to modify the terms of the settlement, based on the changed facts.

9. ADDITIONAL PROVISIONS.

9.1 Duty to Cooperate. If the Court does not grant Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Court Approval. The Court's decision to award less than the amounts requested for the Named Plaintiffs' Service Payment, Plaintiffs' Counsel Fees Payment, Plaintiffs' Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 9.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.3 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 9.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.5 Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.8 No Tax Advice. Neither Plaintiffs, Plaintiffs' Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 9.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 9.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.14 Use and Return of PAGA Data. All copies and summaries of the PAGA Data provided to Plaintiffs' Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.
- 9.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Kingsley & Kingsley, APC
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Scheppach Bauer PC
John M. Scheppach
23181 Verdugo Drive, Suite 105-A

Laguna Hills, CA 92653

To Defendant:
Gordon Rees Scully Mansukhani, LLP
Michael D. Bruno
Rachel Winterle
275 Battery Street, Suite 2000
San Francisco, CA 94111

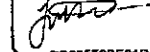
9.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel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

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

Plaintiff

Dated: August 10, 2022

DocuSigned by:



00555085010410
Jack Williams

Plaintiff

Dated: Aug 23, 2022


Christopher Todd (Aug 23, 2022 10:28 PDT)

Christopher Todd

Defendant

Dated: _____

PACE Supply Corp.

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

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Plaintiff

Dated: August 9, 2022

DocuSigned by:


Jack Williams

Plaintiff

Dated: August 9, 2022

Christopher Todd

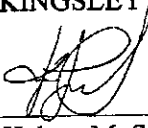
Defendant

Dated: August 9, 2022

PACE Supply Corp.

DATED: August 9, 2022

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet
Attorneys for Plaintiffs and all Aggrieved
Employees

Laguna Hills, CA 92653

To Defendant:
Gordon Rees Scully Mansukhani, LLP
Michael D. Bruno
Rachel Wintterle
275 Battery Street, Suite 2000
San Francisco, CA 94111

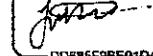
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Plaintiff

Dated: August 10, 2022

DocuSigned by:



DocuSigned ID: 0418
Jack Williams

Plaintiff

Dated: Aug 23, 2022



Christopher Todd (Aug 23, 2022 10:28 PDT)

Christopher Todd

Defendant

Dated: August 25, 2022

DocuSigned by:



DocuSigned ID: FE96GA24AFB0418

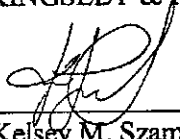
PACE Supply Corp.

By: Ken Butler

Chief Financial Officer

DATED: August 10, 2022

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet
Attorneys for Plaintiffs and all Aggrieved
Employees

DATED: _____

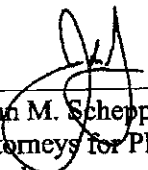
TOJARIEH LAW FIRM, PC

By: _____

Joseph Tojarieh
Attorneys for Plaintiffs and all Aggrieved
Employees

DATED: August 18, 2022

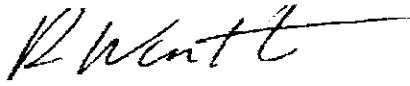
SCHEPPACH BAUER PC

By: 

John M. Scheppach
Attorneys for Plaintiffs and all Aggrieved
Employees

DATED: August 25, 2022

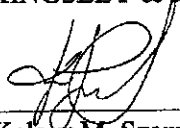
GORDON REES SCULLY MANSUKHANI, LLP

By: 

Michael D. Bruno
Rachel Wintterle
Attorneys for Defendant PACE Supply Corp.

DATED: August 10, 2022

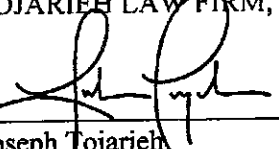
KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet
Attorneys for Plaintiffs and all Aggrieved
Employees

DATED: August 23, 2022

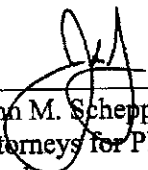
TOJARIEH LAW FIRM, PC

By: 

Joseph Tojarieh
Attorneys for Plaintiffs and all Aggrieved
Employees

DATED: August 18, 2022

SCHEPPACH BAUER PC

By: 

John M. Scheppach
Attorneys for Plaintiffs and all Aggrieved
Employees

DATED: _____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Michael D. Bruno
Rachel Wintterle
Attorneys for Defendant PACE Supply Corp.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

JACK WILLIAMS, an individual, and
CHRISTOPHER TODD, an individual, on
behalf of the State of California, as a
private attorney general,
Plaintiffs,
v.

PACE SUPPLY CORP.; and DOES 1
through 10, inclusive,

Defendants.

Case No. SCV-268171

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

Dear PACE Supply Corp. Employee:

A settlement was reached between Plaintiffs Jack Williams and Christopher Todd and Defendant PACE Supply Corp. The claims alleged by Plaintiffs in this lawsuit against Defendant are pursuant to the Private Attorneys General Act of 2004 ("PAGA") for failure to pay wages, failure to provide meal periods and rest periods, failure to pay for off-the-clock work, failure to maintain or timely provide records, inaccurate wage statements, waiting time penalties, and unreimbursed business expenses.

Defendant denied Plaintiffs' allegations and disputed all of Plaintiffs' claims. The lawsuit was litigated and following an investigation and negotiations, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

On XX, the Parties filed a stipulation with the Court asking the Court to approve a settlement in the amount of \$950,000.00. The Court issued an Order approving the Settlement on XX.

The Gross Settlement Amount is \$950,000.00. From that amount, the Court has approved attorneys' fees and costs, administrative expenses, and payment to Plaintiffs for their work in bringing the lawsuit. After these deductions, \$585,833.33 is allocated as PAGA Penalties. The law requires that 75% of the PAGA Penalties is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$439,375.00 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$146,458.33 (25% of the penalties). Each eligible employee shall receive his/her pro rata share of the remaining amount based on the number of pay periods where an employee worked for Defendant between August 10, 2019 to May 14, 2022. ("Eligible Pay Periods")

The employees eligible to receive a payment under this Settlement are defined as: all of Defendant's current and former non-exempt employees who worked for Defendant in California from August 10, 2019 to May 14, 2022. ("Covered Period") ("Aggrieved Employee" or "PAGA Group Member")

As part of this Settlement, you and the other employees shall, for the period between August 10, 2019 to May 14, 2022, release Defendant and its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, including any individual or entity that could be jointly liable with Defendant (the foregoing are collectively referred to hereafter as the "Releasees") from any and all claims for Civil Penalties pursuant to Labor Code section 2698 *et seq.* (PAGA), that were pled or could have been pled based on the factual allegations in the operative complaint filed by Plaintiffs in Sonoma County Superior Court on April 12, 2021 and amended on July 5, 2022, Case No. SCV-268171, including claims for PAGA penalties arising out of or based on: (1) Failure to Pay Wages; (2) Failure to provide Meal Periods and Rest Periods; (3) Failure to Pay For Off-The-Clock Work; (4) Failure to Maintain or Timely Provide Records; (5) Inaccurate Wage Statements; (6) Waiting Time Penalties; and (7) Unreimbursed Business Expenses; and all applicable Wage Orders that arose during the Release Period.

PACE's records reflect that you worked _____ pay periods from August 10, 2019 to May 14, 2022. Your estimated payment is \$ _____.

The settlement and enclosed check represent your pro-rata share of the penalties. Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Wage Fund administered by the California Division of Labor Standards Enforcement in the name of the Aggrieved Employee who did not cash the check within 180 days.

If you have any questions concerning this Settlement, please contact the settlement administrator, ILYM Group, Inc. at (888) 250-6810.

EXHIBIT “B”

SCHEPPACH BAUER PC
JOHN M. SCHEPPACH, ESQ. (SBN 240633)
jmscheppach@sbpc.law
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Tel: (949) 209-8880 | Fax: (949) 358-7884

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

TOJARIEH LAW FIRM, PC
JOSEPH TOJARIEH, ESQ. (SBN-265492)
jft@tojariehlaw.com
10250 Constellation Boulevard, Suite 100
Los Angeles, California 90067
Tel: (310) 553-5533/Fax: (310) 553-5536

Attorneys for Plaintiffs Jack Williams, Christopher Todd, and all Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

JACK WILLIAMS, an individual, and
CHRISTOPHER TODD, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFFS,

v.

PACE SUPPLY CORP.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. SCV-268171

[Case Assigned for All Purposes to Hon.
Bradford DeMeo in Dept. 17]

**[PROPOSED] ORDER GRANTING
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

Complaint Filed: April 12, 2021
FAC Filed: October 12, 2021
Trial Date: None Scheduled

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[PROPOSED] ORDER

Pursuant to the Joint Stipulation Requesting Approval of Representative Action Settlement submitted by Plaintiffs JACK WILLIAMS and CHRISTOPHER TODD ("Plaintiffs"), on behalf of themselves and the people of the State of California and as "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. ("PAGA") and Defendant PACE SUPPLY CORP ("Defendant") (collectively "the Parties") and good cause appearing:

Having considered the Parties' Joint Stipulation, and all legal authorities and documents submitted in support thereof, including the PAGA Action Settlement Agreement ("Settlement Agreement" or "Settlement"), attached hereto as Exhibit "1", and good cause appearing, IT IS HEREBY ORDERED that the Parties' request is GRANTED, subject to the following findings and orders:

- a) The Court grants approval of the Settlement Agreement based upon the terms set forth in the attached Settlement Agreement. The Court finds the Settlement Agreement is fair, adequate, and reasonable to the Aggrieved Employees.
- b) The "Aggrieved Employees" covered by the Settlement Agreement are defined as "Defendant's current and former non-exempt employees who worked for Defendant in California from August 10, 2019 to May 14, 2022."
- c) The Gross Settlement Amount is \$950,000.
- d) After deduction of the Named Plaintiffs Service Payment (\$20,000), Plaintiffs' Counsel Fees Payment (\$316,666.67), Plaintiffs' Counsel Litigation Expenses Payment (\$_____), and the Administration Expenses Payment (\$7,500) as detailed in the Settlement Agreement, the remaining Net Settlement Amount (\$_____) is allocated as PAGA penalties.
- e) The Court approves the PAGA Penalties to be paid from the Gross Settlement Amount, with 75% (\$_____) allocated to the LWDA

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PAGA Payment and 25% (\$_____) allocated to the Individual
PAGA Payments.

- f) The Court orders the Parties and the Settlement Administrator to carry out
their duties as set forth in the Settlement Agreement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT “C”

1 **SCHEPPACH BAUER PC**

2 JOHN M. SCHEPPACH, ESQ. (SBN 240633)

3 jmscheppach@sbpc.law

4 23181 Verdugo Drive, Suite 105-A

5 Laguna Hills, CA 92653

6 Tel: (949) 209-8880 | Fax: (949) 358-7884

7 **KINGSLEY & KINGSLEY, APC**

8 ERIC B. KINGSLEY, Esq. (SBN 185123)

9 eric@kingsleykingsley.com

10 KELSEY M. SZAMET, Esq. (SBN 260264)

11 kelsey@kingsleykingsley.com

12 16133 Ventura Blvd., Suite 1200

13 Encino, CA 91436

14 Tel: (818) 990-8300, Fax (818) 990-2903

15 **TOJARIEH LAW FIRM, PC**

16 JOSEPH TOJARIEH, ESQ. (SBN-265492)

17 jft@tojariehlaw.com

18 10250 Constellation Boulevard, Suite 100

19 Los Angeles, California 90067

20 Tel: (310) 553-5533/Fax: (310) 553-5536

21 Attorneys for Plaintiffs Jack Williams, Christopher Todd, and all Aggrieved Employees

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF SONOMA**

24 JACK WILLIAMS, an individual, and
25 CHRISTOPHER TODD, an individual, on
26 behalf of the State of California, as a private
27 attorney general,

28 **PLAINTIFFS,**

v.

PACE SUPPLY CORP.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. SCV-268171

[Case Assigned for All Purposes to Hon.
Bradford DeMeo in Dept. 17]

[PROPOSED] FINAL JUDGMENT

Complaint Filed:	April 12, 2021
FAC Filed:	October 12, 2021
Trial Date:	None Scheduled

1 The Court has received and considered the Joint Stipulation Requesting Approval of
2 Representative Action Settlement submitted by Plaintiffs JACK WILLIAMS and
3 CHRISTOPHER TODD ("Plaintiffs"), on behalf of themselves and the people of the State of
4 California and as an "aggrieved employee" under the Labor Code Private Attorneys General Act
5 of 2004, §2699, et seq. ("PAGA") and Defendant PACE SUPPLY CORP ("Defendant")
6 (collectively "the Parties") in the above-captioned action.

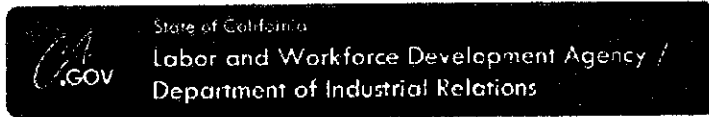
7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court having entered an Order Granting Approval of Representative Action Settlement
9 hereby enters FINAL JUDGMENT in favor of Plaintiffs and the Aggrieved Employees in the
10 amount of \$950,000. This "Judgment" is intended to be a final disposition of the above captioned
11 action in its entirety and is intended to be immediately appealable.

12
13 **IT IS SO ORDERED.**

14
15 **DATED:** _____

JUDGE OF THE SUPERIOR COURT



Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
Search for PAGA Case number

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Sonoma

Court Case Number *

SCV-268171

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

1511

Gross settlement amount *

950,000

Gross penalty amount *

585,833.33

Penalties to LWDA *

439,375.00

Date of proposed settlement *

08/10/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

PACE – Joint Settlement.pdf

Other Attachment (if any)

Choose File

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 23, 2022, I served all interested parties in this action the following documents described as: **JOINT STIPULATION REQUESTING APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT; [PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT AND [PROPOSED] FINAL JUDGMENT THEREON** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

**GORDON REES SCULLY
MANSUKHANI, LLP**
MICHAEL D. BRUNO
mbruno@grsm.com
RACHEL WINTTERLE
rwintterle@grsm.com
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Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 23, 2022, at Woodland Hills, California.



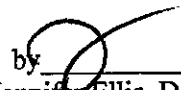
Michelle A. Tanzer

PROOF OF SERVICE BY MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 600 Administration Drive, Room 107-J, Santa Rosa, California, 95403; that I am not a party to this case; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the foregoing attached papers in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices.

10/3/2022

Robert Oliver
Court Executive Officer

by 
Jennifer Ellis, Deputy Clerk

ADDRESSEES

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