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**ELECTRONICALLY
FILED**

09/16/2025

S. LIND CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
CONTRA COSTA COUNTY

BY: bpool
DEPUTY CLERK

6 Attorneys for Plaintiff and the Proposed Class

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF CONTRA COSTA**

12 MARIO RAMIREZ LOPEZ, an individual,
13 on behalf of himself and others similarly
14 situated,

PLAINTIFF,

15 v.

16 ELECTRIC TECH CONSTRUCTION, INC.;;
17 and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. MSC21-01298

[Case Assigned for All Purposes to Hon.
Edward Weil in Dept. 39]

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: June 29, 2021
FAC Filed: September 1, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Mario Ramirez
3 Lopez ("Class Representative" or "Plaintiff") against Defendant ELECTRIC TECH
4 CONSTRUCTION, INC. ("Defendant").

5 The Motion for Final Approval of Class Action Settlement came before this Court on
6 November 21, 2024. The Court issued a detailed Tentative Ruling in advance of the hearing.¹ The
7 Court adopted its Tentative Ruling and entered an Order After Hearing Granting Final Approval
8 of Class Action Settlement and Entering Judgment on December 20, 2024, attached as Exhibit "1".
9 The finally-approved Class Action and PAGA Settlement Agreement ("Agreement" or
10 "Settlement Agreement") is attached as Exhibit "2".

11 **WHEREAS**, after the Court granted final approval, Defendant stopped making payments
12 pursuant to the payment plan set forth in the Settlement Agreement.

13 **WHEREAS**, of the Court-approved \$400,000 Gross Settlement Amount² that Defendant
14 is obligated to pay under the Settlement Agreement, Defendant has only paid a total of \$84,775.00
15 to the third-party Settlement Administrator to date.

16 **WHEREAS**, Plaintiff and Class Counsel requested that the Court order a partial
17 distribution of the money collected to date.

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

19 The Court orders that its Order After Hearing Granting Final Approval of Class Action
20 Settlement and Entering Judgment on December 20, 2024, attached as Exhibit "B" hereto, shall
21 by amended as follows:

22 1. The Court orders a partial distribution of the \$84,775.00 that Defendant has paid to
23 the Settlement Administrator to date.

24 2. Of the \$84,775.00 collected, \$16,955.00 shall be paid for attorney fees and
25

26 ¹ The Court's Tentative Ruling is attached as Exhibit "A" to the Order after hearing
which is Exhibit "1" hereto.

27 ² Capitalized terms not defined herein shall have the meaning set forth in the attached
28 Settlement Agreement.

1 \$19,497.00 shall be paid for litigation costs.

2 3. A \$5,000.00 Class Representative Service Payment shall be paid to Class
3 Representative Mario Ramirez Lopez.

4 4. Settlement administration fees of \$20,000 shall be paid to Xpand Legal.

5 5. The Court approves PAGA Penalties in the amount of \$4,238.75. The Court
6 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
7 Agency ("LWDA") in the amount of \$3,179.06. The Court further directs that the remaining 25%
8 of the PAGA Penalties, in the amount of \$1,059.69 shall be distributed to Aggrieved Employees.

9 6. After these deductions, the remaining \$19,084.25 shall be distributed to Class
10 Members pro rate pursuant to the spreadsheet attached to the Declaration of Jonathan Paul re
11 Distribution of Funds received attached hereto as Exhibit "3".

12 7. If a Settlement Class Member does not cash his or her settlement check within 120
13 days, the uncashed funds shall be transmitted by the Administrator to the California Controller's
14 Unclaimed Property Fund in the name of the class member who did not cash his or her Individual
15 Class Payment check.

16 8. The Court orders Plaintiff and Class Counsel to initiate collection efforts for the
17 remaining unpaid amount of the Court-approved Gross Settlement Amount of \$400,000.

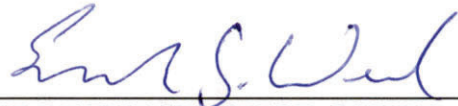
18 9. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
19 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
20 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
21 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
22 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
23 Settlement. Any disputes or controversies arising with respect to the interpretation,
24 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
25 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
26 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

27 10. The Court sets a compliance hearing for 2/19/2026 9:00am in Department 39 of the
28

1 above-entitled Court to ensure compliance with this Amended Order. Class Counsel shall file a
2 compliance statement one week before the compliance hearing date.

3
4 DATED:

9/15/25


JUDGE OF THE SUPERIOR COURT

EDWARD G. WEIL

EXHIBIT "1"

Received 12/20/24 via e-filing

FILED

2024 DEC 30 PM 2:28

KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

MARIO RAMIREZ LOPEZ, an individual,
on behalf of himself and others similarly
situated,

PLAINTIFF,

v.

ELECTRIC TECH CONSTRUCTION, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. MSC21-01298

[Case Assigned for All Purposes to Hon.
Charles S. Treat in Dept. 12]

**[~~PROPOSED~~] ORDER AFTER HEARING
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Complaint Filed: June 29, 2021
FAC Filed: September 1, 2021
Trial Date: None Set

**ORDER AFTER HEARING GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING
JUDGMENT**

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Mario Ramirez
3 Lopez ("Class Representative" or "Plaintiff") against Defendant ELECTRIC TECH
4 CONSTRUCTION, INC. ("Defendant"). The Motion for Final Approval of Class Action
5 Settlement came before this Court on November 21, 2024. The Court issued a detailed Tentative
6 Ruling in advance of the hearing. The Court's Tentative Ruling is attached as Exhibit "A". The
7 Court adopted its Tentative Ruling.

8 **WHEREAS**, Judge Charles Treat granted preliminary approval of the Class Action and
9 PAGA Settlement Agreement ("Agreement" or "Settlement"), attached to the concurrently-filed
10 Declaration of Kelsey M. Szamet as Exhibit "1", on April 3, 2024.

11 **WHEREAS**, Plaintiff Mario Ramirez Lopez applied to the Court for an order granting
12 final approval of the Agreement.

13 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
14 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
15 Court having read and considered Plaintiff's Motion for Final Approval of Class Action
16 Settlement; Motion for Approval of Attorneys' Fees and Costs; the Declarations of Kelsey M.
17 Szamet; Mario Ramirez Lopez; and Maria Perez Vergara of Xpand Legal; the supporting
18 documents annexed thereto, and in accordance with the Court's Tentative Ruling reflecting its
19 entire ruling and other findings incorporated herein now finds:

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

21 1. The Court has personal jurisdiction over all Settlement Class Members and that the
22 Court has subject matter jurisdiction to approve the Agreement;

23 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
24 in compliance with California Code of Civil Procedure, the California and United States
25 Constitutions (including the due process clauses), the California Rules of Court and any other
26 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
27 and is hereby finally approved in all respects.

3. The Parties are hereby directed to perform the terms of the Settlement as described in the Agreement according to its terms and provisions.

4. The Agreement is binding on Plaintiff and all other Settlement Class Members, except those who timely and properly filed Request for Exclusion, as well as their heirs, executors and administrators, successors and assigns.

5. There are no (0) valid request for exclusion.

6. There are no (0) objectors to the Agreement.

7. It is ordered that the Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Agreement: (i) there are questions of law and fact common to the Settlement Class Members which, as to the Agreement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and

implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Settlement Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Class is hereby made final. The Class means all non-exempt employees who are employed or have been employed by Electric Tech Construction, Inc., in the State of California who worked one or more pay periods during the Covered Period. There are 366 Class Members.

1 10. The "Covered Period" is period from August 1, 2019 to August 19, 2022.

2 11. The Aggrieved Employees or PAGA Members are made final. The Aggrieved
3 Employee or PAGA Employee means all non-exempt employees who are employed or have been
4 employed by Electric Tech Construction, Inc., in the State of California who worked one or more
5 pay periods during the PAGA Period.

6 12. The "PAGA Period" means the period from June 28, 2020 to March 31, 2023.

7 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
8 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
9 the Agreement, nor any document referred to herein, nor any action taken to carry out the
10 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
11 wrongdoing on the part of Defendant.

12 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
13 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
14 following release and expressly waive and relinquish any and all claims, rights or benefits that
15 they may have under California Civil Code § 1542, which provides:

16 "any and all debts, liabilities, demands, obligations, guarantees,
17 costs, expenses, attorneys' fees, damages, action or causes of action
18 contingent or accrued for, arising out of the factual allegations and
19 claims asserted in the FAC, or any claims through the Covered
20 Period which could have been asserted based on the facts alleged in
21 the FAC, including without limitation to, any and all claims under
22 federal and state law for alleged unpaid wages (including but not
23 limited to overtime, final pay upon termination, and minimum
24 wage), alleged unpaid meal and rest break premiums, itemized wage
25 statement penalties, waiting time penalties under the California
26 Labor Code or Business & Professions Code (including Section
27 17200 et seq.), reimbursement of business expenses, and claims for
28 restitution and other equitable relief, liquidated damages, punitive
damages, or penalties; derivative claims for penalties pursuant to
Labor Code sections 2698 and 2699, et seq. (the PAGA); any claims
under California Labor Code sections 201, 202, 203, 226, 226.7,
510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, as well as the
applicable California Industrial Welfare Commission Wage Orders,
Business and Professions Code sections 17200-17208 et seq., and
any other benefit claimed on account of the allegations asserted in
the operative FAC. This release shall apply to all claims arising at
any point between August 1, 2019 and March 31, 2023."
(collectively, the Release Class Claims").

1 15. Plaintiff and all Settlement Class Members who have not been timely and properly
2 excluded from the Class, and any person acting on their behalf, are permanently barred and
3 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
4 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
5 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
6 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
7 Members into a separate class for purposes of pursuing as a purported class action (including by
8 seeking to amend a pending complaint to include class allegations, or by seeking class certification
9 in a pending action) any lawsuit based on or relating to the Released Claims;

10 16. The Agreement provides that the Gross Settlement Amount is four hundred
11 thousand dollars and zero cents (\$400,000.00). The Net Settlement Amount shall be determined
12 according to the terms of the Agreement.

13 17. The Court orders the calculations and the payments to be made and administered in
14 accordance with the terms of the Agreement.

15 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
16 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
17 Kingsley Szamet & Ly as Class Counsel in the Action.

18 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
19 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
20 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$100,000.00
21 shall be paid for attorney fees and \$19,396.86 shall be paid for litigation costs. The fee reduction
22 of \$33,333.33 shall be added back into the Net Settlement Amount to be distributed to the
23 Settlement Class. Five percent of the attorney's fees are to be withheld by the Administrator
24 pending the satisfactory compliance as found by the Court.

25 20. The unopposed application of Class Counsel for an enhancement payment to
26 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
27 Service Payment shall be allocated to Class Representative Mario Ramirez Lopez.

1 21. The unopposed application of Class Counsel for claims administration fees to
2 Xpand Legal is hereby granted. Of the Gross Settlement Amount, \$25,000.00 shall be paid for
3 settlement administration fees.

4 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
5 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

6 23. The Court approves the PAGA Penalties in the amount of \$20,000.00. The Court
7 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
8 Agency ("LWDA") in the amount of \$15,000.00. The Court further directs that the remaining
9 25% of the PAGA Penalties, in the amount of \$5,000.00 shall be allocated to the Net Settlement
10 Amount for distribution to the Settlement Class Members.

11 24. If a Settlement Class Member does not cash his or her settlement check within 120
12 days, the uncashed funds shall be transmitted by the Administrator to the California Controller's
13 Unclaimed Property Fund in the name of the class member who did not cash his or her Individual
14 Class Payment check.

15 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
16 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

17 26. The Court hereby grants and authorizes the Parties, without further approval from
18 the Court, to agree to and to adopt such amendments, modifications and expansions of this
19 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
20 do not limit the rights of Settlement Class Members under the Stipulation.

21 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
22 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
23 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
24 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
25 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
26 Settlement. Any disputes or controversies arising with respect to the interpretation,
27 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
28

1 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
2 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

3 28. This Final Order shall constitute a final judgment.

4 29. The Court hereby dismisses the action (including all individual claims and Released
5 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
6 the Agreement.

7 30. The above-entitled Court sets a compliance for September 11, 2025 at 9:00 A.M.
8 in Department 39 of the above-entitled Court. Class Counsel shall file a compliance statement one
9 week before the compliance hearing date.

10
11 DATED: 12/28/24

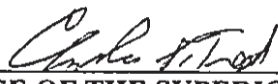

12 JUDGE OF THE SUPERIOR COURT
13

EXHIBIT "A"

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 11/21/2024

GENERAL INSTRUCTIONS FOR CONTESTING TENTATIVE RULINGS IN DEPT. 12

NOTE PROCEDURE CAREFULLY

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED. Dept. 12's email address is: dept12@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 12 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Courtroom Clerk's Calendar

1.	9:00 AM	CASE NUMBER: C23-02749
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		CASE NAME: NANCY MELLO VS. STEVEN BEYLER
--	--	---

		*FURTHER CASE MANAGEMENT CONFERENCE
--	--	--

		FILED BY:
--	--	------------------

		<u>*TENTATIVE RULING:*</u>
--	--	-----------------------------------

		See Line 8.
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		Plaintiff is now in a position to seek entry of default against all three defendants. The case is set for further case management conference on February 25, 2025, at 8:30 a.m.
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		Effective January 6, 2025, this case is reassigned for all purposes to Department 39.
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SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 11/21/2024

17. 9:00 AM CASE NUMBER: MSC21-01298
CASE NAME: MARIO R LOPEZ VS. ELECTRIC TECH CONSTRUCTION
HEARING IN RE: FINAL APPROVAL
FILED BY:
TENTATIVE RULING:

Plaintiff Mario Ramirez Lopez moves for approval of his class action and PAGA settlement with defendant Electric Tech Construction, Inc. He also moves for approval of his attorney's fees, litigation costs, administrative costs, and representative payment. The motions are **granted** but with an important modification.

Since preliminary approval was granted, the administrator has mailed notices to 385 class members. 44 packets were returned by the post office. Follow up resulted in new addresses, leaving 15 non-deliverable. No objections or opt-outs have been received.

A. Background and Settlement Terms

Defendant is in the business of electrical contracting services. Plaintiff worked there providing such services up until April 2021.

~~The original complaint was filed on June 28, 2021 as a class action. It was subsequently amended to include a PAGA claim. The Court granted defendant's motion to compel arbitration, but then granted plaintiff's motion to vacate arbitration because defendant did not timely pay arbitration fees.~~

The settlement will create a gross settlement fund of \$400,000. The class representative payment to the plaintiffs will be \$5,000. Attorney's fees, as approved, will be \$100,000. Litigation costs are \$19,497. The settlement administrator's costs are \$25,000. PAGA penalties will be \$20,000, resulting in a payment of \$15,000 to the LWDA. The net amount paid directly to the class members will be about \$230,503, not including PAGA penalties. The fund is non-reversionary. Plaintiff seeks approval of a class with 366 class members, though the Court is re-expanding that number to 385. Based on the estimated class size, the average net payment for each class member is approximately \$599. The individual payments will vary considerably, however, because of the allocation formula prorating payments according to the number of weeks worked during the relevant time. The number of aggrieved employees for PAGA purposes is smaller (about 308), because the starting date of the relevant period is later.

The entire settlement amount will be paid out in monthly installments, which have in fact already begun being paid.

The proposed settlement as preliminarily approved would certify a class of all current and former non-exempt employed at Defendants' California facilities between August 1, 2019 and March 31, 2023. The class period was constrained by the effect of a release in a prior case. As plaintiffs are now proposing to truncate the class, however, its terminating date would be August 19, 2022, a shortening of over seven months. More will be said about this in the following section.

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 11/21/2024

For PAGA purposes, the period covered by the settlement was to be June 28, 2020 to March 31, 2023. The PAGA period is unchanged.

The class members will not be required to file a claim. Funds will be apportioned to class members based on the number of workweeks worked during the class period.

Settlement checks not cashed within 180 days will be cancelled, and the funds will be directed to the state's unclaimed property fund.

The settlement contains release language covering all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative pleading, including a number of specified claims. Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ("A court cannot release claims that are outside the scope of the allegations of the complaint.") "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D.Cal.2020) 469 F.Supp.3d 942, 949.)

Formal discovery was undertaken, resulting in the production of substantial documents. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. For example, much of plaintiff's allegations centers on underpayment of overtime hours and possible off-the-clock work, including missed or skipped meal breaks and rest breaks. Defendant, however, pointed out that its formal policies prohibit off-the-clock work, and asserted that it would have had no knowledge of employees beginning work before punching in or continuing after punching out. Further, it argued that it was required to make meal and rest breaks available, but not required to ensure that they be taken, so long as no employer policy prevented or discouraged taking such breaks. As to unreimbursed employee expenses (such as cell phone use, mileage, and masks), plaintiff would have been called on to show that such expenses were in fact incurred, were reasonably necessary to job performance, and were unreimbursed. Furthermore, the fact-intensive character of such claims would have presented a serious obstacle to class certification. Finally, defendant's troubled financial situation was considered in the settlement negotiations.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code § 2699(e)(2) (PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.")) Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, *e.g.*, *Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937; but see *Gola v. University of San Francisco* (2023) 90 Cal.App.5th 548, 566-67.)

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 11/21/2024

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. The Escalator Clause and the Class Period

As the preliminary approval order noted, the settlement agreement in this case included a one-way escalator clause. The Court's practice, when such a clause is a two-way clause (purporting to give the defendant the option to cut back the class period), is to give explicit warning to the parties that they should not consider doing that without first seeking further Court approval. (Indeed, the same set of tentative rulings contained just such a warning in another case.) Here, no such warning was given because the escalator clause was one-way only – creating the option of increasing the total settlement amount, but not giving an option of reducing the class size. The Court said:

The settlement agreement includes an escalator provision, to be triggered in the event that the number of covered employees or work weeks turns out to be materially higher than now estimated. If the clause is triggered and the defendant elects to increase the total payment, no further approval will be needed.

However, the parties have conducted themselves as if the settlement agreement does include such a two-way clause, and have therefore purported to cut back the class period to include only 366 class members, a chronological truncation of over seven months.

The Court does not understand the basis for doing this, even with express agreement of both parties. The estimated class size at the time of preliminary approval was 386. The class size identified at the time of the sending of the class notices was 385. The reported change was in the number of work weeks involved, though no explanation is offered for why the parties got that wrong the first time. In any event, the number of class members was virtually the same, and thus the average recovery per class member would have been substantially unchanged even if the gross settlement amount remained the same. What, then, is the supposed necessity for cutting back the class size to only 366?

(And from defendant's point of view, while the total settlement dollars are not increased, the net effect of the truncation is to re-expose defendant to a new class action, surely to be forthcoming, covering the period from August 2022 to March 2023 – a seven-month period that defendant had thought it was buying immunity on. One would think that defendant, having already defended and settled successive wage-and-hour lawsuits for successive time periods, would have learned that lesson.)

In any event, the result is that the parties are now seeking to carry out a class settlement that was never granted preliminary approval by the Court.

But that's not the worst of it. The worst of it is that class notices were actually sent to *all 385* then-identified class members. That means that there are 19 class members who actually got a mailed notice, promising them a settlement payment – but whom the parties are now proposing to stiff on their promised payments and cut them out of the class. The Court does not know whether anyone has contacted these 19 excluded employees to tell them "sorry, just kidding, you're not getting a check after all", or whether instead those 19 people are still under the impression that they're in the class and will be getting checks.

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 11/21/2024

Either way, this is simply unacceptable. The Court was never asked to approve, and never did approve, the truncation of the class size or the exclusion of these people. Still less did it approve telling these people they would be getting settlement checks, and then cutting them out. This is a dereliction of the duties of class counsel and the class representative to represent the entire class, including those 19 class members.

The Court recognizes that it cannot require the defendant to pay a larger total settlement than it has agreed to pay. And as between counsel and the class representative, the Court has no difficulty in assigning principal blame to counsel. Accordingly, the Court orders the following items as conditions of this final approval. (The alternative, if the parties decline the Court's conditions, is a flat denial of final approval.)

1. Because of their dereliction of their duties to a significant number of members of the class, the attorney's fee award being granted to plaintiff's counsel is reduced to \$100,000.
2. The settlement will be carried out, as proposed, as to the 366 class members now identified by the parties as class members. That means that the amounts paid to those 366 people will *not* be decreased by a penny due to the re-inclusion of the additional 19 class members. On the contrary, given the reduction in fees resulting in an increase in net settlement proceeds, their payments should be increased.
3. Class and PAGA-penalty payments will be made to the 19 added-back class members as if the class period had not been gerrymandered and they were simply included in the settlement as preliminarily approved, on the same basis as the other class members.
4. The payments to the 19 readmitted class members will be paid out of the attorney's fees award to class counsel. Class counsel will also defray any additional costs of the settlement administrator that may result.
5. The payments required in the preceding item 4 are to come out of the \$100,000 adjusted attorney's fees, not out of the \$33,333 reduction. Instead, that \$33,333 will be added back into the net settlement amount and distributed to all 385 class members according to the agreed apportionment formula.
6. Within the next two years in any cases in any jurisdictions in which the firm of Kingsley Szamet & Ly is seek an attorney's fee award based on a class or PAGA settlement, the firm is ordered to inform the courts of the terms of this section B.
7. The representative payment is not affected.

C. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. The Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72

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Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees.” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “the court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “where the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

D. Attorney Fees and Other Costs

Plaintiffs seek one-third of the total settlement amount as fees, relying on the “common fund” theory, or \$133,333. As discussed above, however, the Court is approving a fee of \$100,000, some of which will have to be used to defray certain payments.

Even a proper common fund-based fee award should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.)

Accordingly, plaintiffs have provided information concerning the lodestar fee amount. They estimate the lodestar at \$151,365. Their fee request would represent an implied multiplier of about 0.88; as adjusted by the Court it is about 0.66. No further adjustment from the fee is necessary. These attorney’s fees are reasonable and are approved.

The requested representative payment of \$5,000 for the named plaintiff was deferred until this final approval motion. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07. Plaintiff has provided a declaration in support of the request. Plaintiff points out that he executed a broader release than the class as a whole, but does not identify any particular claims of value that he may have. He also risks damage to his reputation and more difficulty in obtaining employment. The representative payment is approved.

Litigation costs of \$19,497 (mostly mediation and, filing fees) are reasonable and are approved.

The settlement administrator’s costs of \$25,000 are reasonable and are approved.

E. Discussion and Conclusion

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The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. The allocation of PAGA penalties among the aggrieved employees (based on pay periods) is reasonable.

The motions are granted as modified.

Counsel are directed to prepare an order reflecting this entire tentative ruling and the other findings in the previously submitted proposed order and a separate judgment.

The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, to be determined in consultation with the Department's clerk by phone. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

Effective January 6, 2025, this case is reassigned for all purposes to Department 39.

18. 9:00 AM CASE NUMBER: MSC21-01298
CASE NAME: MARIO R LOPEZ VS. ELECTRIC TECH CONSTRUCTION
*HEARING ON MOTION IN RE: FINAL APPROVAL OF ATTORNEY'S FEES AND COSTS
FILED BY: LOPEZ, MARIO-RAMIREZ
TENTATIVE RULING:

See Line 17.

19. 9:00 AM CASE NUMBER: MSC22-00329
CASE NAME: MARTINEZ VS LIMON LOCUST
*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
FILED BY: MARTINEZ, MARIA VEJAR
TENTATIVE RULING:

Plaintiff Maria Vejar Martinez moves for preliminary approval of her class action and PAGA settlement with defendant Limon Locust LLC. The motion is **granted**. The Court does have some reservations about certain terms, but consideration of them is deferred to final approval.

A. Background and Settlement Terms

Defendant operates a restaurant in Walnut Creek. Plaintiff was employed there, though her dates of employment and job description are not given.

The original complaint was filed on February 10, 2022, as a class action. PAGA claims were added by later amendment.

The settlement would create a gross settlement fund of \$140,000. The class representative payment to the plaintiff would be \$10,000. Attorney's fees would be \$46,667 (one-third of the settlement).

EXHIBIT "2"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff MARIO RAMIREZ LOPEZ (“Plaintiff”) and defendant ELECTRIC TECH CONSTRUCTION, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party”.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *MARIO RAMIREZ LOPEZ v. ELECTRIC TECH CONSTRUCTION, INC.*, Case No. MSC21-01298 initiated on June 29, 2021 and pending in Superior Court of the State of California, County of Contra Costa.
- 1.2. “Administrator” means Xpand Legal, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” or “PAGA Employee” means all non-exempt employees who are employed or have been employed by Electric Tech Construction, Inc., in the State of California who worked one or more pay periods during the PAGA Period.
- 1.1. “Class” means all non-exempt employees who are employed or have been employed by Electric Tech Construction, Inc., in the State of California who worked one or more pay periods during the Covered Period.
- 1.2. “Class Counsel” means Kingsley & Kingsley, APC.
- 1.3. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.4. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Pay Periods and PAGA Pay Periods.
- 1.5. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.6. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.7. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.8. "Covered Period" means the period from August 1, 2019 to March 31, 2023.
- 1.9. "Class Representative" or "Plaintiff" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.10. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.11. "Class Pay Period" means any pay period during which a Class Member worked for Defendant for at least one day, during the Covered Period.
- 1.12. "Court" means the Superior Court of California, County of Contra Costa.
- 1.13. "Defendant" means named Defendant ELECTRIC TECH CONSTRUCTION, INC.
- 1.14. "Defense Counsel" means Norton Rose Fulbright US LLP.
- 1.15. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.16. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.17. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.18. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.19. “Gross Settlement Amount” means \$400,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods worked during the Covered Period.
- 1.21. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.22. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.26. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.28. “PAGA Period” means the period from June 28, 2020 to March 31, 2023.ⁱ
- 1.29. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.30. “PAGA Notice” means Plaintiff’s June 28, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.31. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

- 1.32. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.33. "Plaintiff" means MARIO RAMIREZ LOPEZ, the named plaintiff in the Action.
- 1.34. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.35. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.36. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.37. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.38. "Released Parties" means: Defendant ELECTRIC TECH CONSTRUCTION, INC., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective; (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, exempt employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.
- 1.39. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.41. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.ⁱⁱ

2. RECITALS.

- 2.1. On June 29, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of Labor Code §§ 201, 202, 203, 226(a), 226(f), 226.7, 510, 512, 1194, 1198.5, 1199, and 2802. On September 1, 2021, Plaintiff filed a First Amended Complaint, adding an additional cause of action for

penalties under PAGA for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and 2802. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On February 27, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation negotiating the Settlement, Plaintiff obtained, through informal discovery, pertinent documents and data for the Class and PAGA Employees so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Defendant promises to pay \$400,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or 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 the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's

request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court does not approve, or approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%, which is currently estimated to be \$133,333.33 and a Class 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. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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 \$25,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Covered Period and (b) multiplying the result by each Participating Class Member's Class Pay Periods.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (40%) and penalties (40%) (the "Non-Wage

Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Pay Periods and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 386 individuals who collectively worked a total of 11,277 Pay Periods.

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

faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall begin making payments by April 1, 2023. Payments shall be made monthly on the first of every month. The first payment on April 1, 2023 shall be for \$5,000 monthly through December 1, 2023. Beginning January 1, 2024, the payments shall increase to \$10,000 monthly except for May 1, 2024 which shall be \$50,000. Thereafter, all monthly payments for 2024 shall be \$10,000 monthly. This same payment structure shall follow in calendar year 2025 with January 1, 2025 being \$10,000 and May 1, 2025 being \$50,000. In 2026, Defendant shall make payments of \$10,000 on January 1, 2026 and February 1, 2026 and will make the final payment of \$15,000 on March 1, 2026. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in two disbursements (1) in June 2023; and (2) in either December 2023 or March 2026 depending on whether Defendant accelerates the payment schedule.

4.3.1. Should this Settlement Agreement not be approved by the Court, or either party terminates this Settlement Agreement, whether in a manner contemplated by this Settlement Agreement or not, and with or without legal justification, (the "Termination Event"), any amounts deposited by Defendant into the QSF and/or Plaintiff counsel's trust account shall be returned to Defendant within 7 days of the Termination Event.

4.3.2. The Administrator shall prepare tax returns for years 2024 and 2025 as part of the cost of settlement administration. However, it will not include the cost for 2026. If Defendant accelerates the above schedule and fully-funds the QSF by end of year 2025, then a 2026 tax return will not be necessary. If Defendant does not fully-fund the QSF by December 31, 2025 as set forth in the payment schedule above, Defendant alone shall bear the costs of preparing and disseminating the 2026 tax return, which the parties estimate shall cost about \$2,500.

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court does not approve of such, the Parties will agree upon a cy pres recipient within the meaning of CCP §384.

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

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Covered Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.")

Plaintiff's 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

In consideration for this Release, Plaintiff shall be entitled to a payment in the amount of Five Thousand dollars and zero cents (\$5,000.00). This payment shall be deducted from the GSA, and shall be separate and apart from Plaintiff's litigation enhancement payment and his pro rata share of the NSA.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) any and all debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the factual allegations and claims asserted in the FAC, or any claims through the Covered Period which could have been asserted based on the facts alleged in the FAC, including without limitation to, any and all claims under federal and state law for alleged unpaid wages (including but not limited to overtime, final pay upon termination, and minimum wage), alleged unpaid meal and rest break premiums, itemized wage statement penalties, waiting time penalties under the California Labor Code or Business & Professions Code (including Section 17200 et seq.), reimbursement of business expenses, and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties; derivative claims for penalties pursuant to Labor Code sections 2698 and 2699, et seq. (the PAGA); any claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, as well as the applicable California Industrial Welfare Commission Wage Orders, Business and Professions Code sections 17200-17208 et seq., and any other benefit claimed on account of the allegations asserted in the operative FAC. This release shall apply to all claims arising at any point between August 1, 2019 and March 31, 2023 (collectively, the "Released Class Claims"). Covered Period Except as set forth in Section 6.3 of this Agreement, Participating Class

Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Covered Period.

- 6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the LWDA Letter (collectively, the "PAGA Claims") that arose during the PAGA Period.

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

- 7.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that

they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4 Notice to Class Members.

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

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

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

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 8.7 Objections to Settlement.
- 8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- 8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 8.8 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.
- 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the

validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 386 Class Members and 11,277 total Compensable Pay Periods during the Covered Period.

9.1 Increase in Class Members or Pay Periods. In no event shall the number of estimated settlement class members and/or estimated pay periods worked by the settlement class members by February 28, 2023 exceed 5% of the estimated settlement class members or estimated pay periods number without recalculation of the GSA. If the settlement class member and/or pay periods number in the Class Data sent to the Settlement Administrator by more than 5%, the parties agree that the GSA will be increased in value proportionate to the increase. For example, if the number of workweeks increases by 7% then Defendant shall increase the GSA by 7%. Likewise, for example, if the number of class members increases by 7% then Defendant shall increase the GSA by 7%. If Defendant declines to do so, Plaintiff will have the option to terminate the settlement in its entirety and the Parties will be returned to their respective positions as if no settlement had been contemplated.

- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 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.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. **ADDITIONAL PROVISIONS.**

- 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. 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 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. 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).

- 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms

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

- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4 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.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 13.6 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.
- 13.7 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.

- 13.8 No Tax Advice. Neither Plaintiff, Class 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.
- 13.9 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.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15 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.
- 13.16 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.

- 13.17 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 Plaintiff:

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

To Defendant:

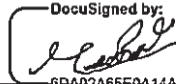
Norton Rose Fulbright US LLP
Ryan T. McCoy
Phillip Di Tullio
555 South Flower Street, 41st Floor
Los Angeles, CA 90071

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

- 13.19 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: julio 19, 2023

DocuSigned by:


MARIO RAMIREZ LOPEZ

Defendant

Dated: _____

ELECTRIC TECH CONSTRUCTION, INC.

- 13.17 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 Plaintiff:

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

To Defendant:

Norton Rose Fulbright US LLP
Ryan T. McCoy
Phillip Di Tullio
555 South Flower Street, 41st Floor
Los Angeles, CA 90071

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

- 13.19 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: _____

MARIO RAMIREZ LOPEZ

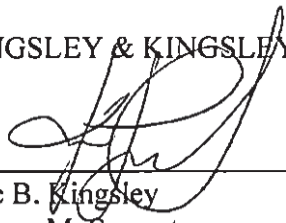
Defendant

Dated: 6/27/2023

William Kell - CFO
ELECTRIC TECH CONSTRUCTION, INC.

Dated: July 20, 2023

KINGSLEY & KINGSLEY, APC

By: 

Eric B. Kingsley
Kelsey M. Szamet

Attorneys for Plaintiff, the Proposed Class, and all
aggrieved employees

Dated: _____

NORTON ROSE FULBRIGHT US LLP

By: _____

Ryan T. McCoy
Phillip D. Tullio
Attorneys for Defendant ELECTRIC TECH
CONSTRUCTION, INC.

EXHIBIT A

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

MARIO RAMIREZ LOPEZ, an individual, on behalf of himself, others similarly situated, and on behalf of the State of California, as a private attorney general, Plaintiff, v. ELECTRIC TECH CONSTRUCTION, INC.; and DOES 1 thru 50, inclusive, Defendants, Case No. MSC21-01298

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit ("Action") against ELECTRIC TECH CONSTRUCTION, INC. ("Defendant" or "Electric Tech" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Electric Tech employee, MARIO RAMIREZ LOPEZ ("Plaintiff") and seeks payment of (1) back wages and other relief for all non-exempt employees who are employed or have been employed by Electric Tech Construction, Inc., in the State of California who worked one or more pay periods during the Covered Period (August 1, 2019 to March 31, 2023) ("Class" or "Class Members") Covered Period; and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who are employed or have been employed by Electric Tech Construction, Inc., in the State of California who worked one or more pay periods during the PAGA Period (June 28, 2020 to March 31, 2023) ("Aggrieved Employees" or "PAGA Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ____ pay periods** during the Covered Period and **you worked ____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for Defendant during the Covered Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is October 12, 2024	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by October 12, 2024	
You Can Participate in the October 24, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 24, 2024. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Covered Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Pay Periods and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice.
Written Challenges Must be Submitted by October 12, 2024	If you disagree with either of these numbers, you must challenge it by October 12, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Electric Tech employee. The Action accuses Defendant of violating California labor laws by failing to pay wages and/or overtime under Labor Code §§ 510, 1194, and 1199; failing to provide meal and rest

breaks pursuant to Labor Code section 512 and 226.7; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant will pay \$400,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$133,333.33 (33-1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$25,000.00 to the Administrator for services administering the Settlement.

D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 12, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the October 12, 2024 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

8. Administrator. The Court has appointed a neutral company, Xpand Legal (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Covered Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) any and all debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued for, arising out of the factual allegations and claims asserted in the FAC, or any claims through the Covered Period which could have been asserted based on the facts alleged in the FAC, including without limitation to, any and all claims under federal and state law for alleged unpaid wages (including but not limited to overtime, final pay upon termination, and minimum wage), alleged unpaid meal and rest break premiums, itemized wage statement penalties, waiting time penalties under the California Labor Code or Business & Professions Code (including Section 17200 et seq.), reimbursement of business expenses, and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties; derivative claims for penalties pursuant to Labor Code sections 2698 and 2699, et seq. (the PAGA); any claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, as well as the applicable California Industrial Welfare Commission Wage Orders, Business and Professions Code sections 17200-17208 et seq., and any other benefit claimed on account of the allegations asserted in the operative FAC. This release shall apply to all claims arising at any point between August 1, 2019 and March 31, 2023 (collectively, the “Released Class Claims”). Covered Period Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Covered Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents,

attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the LWDA Letter (collectively, the "PAGA Claims") that arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Pay Period Challenges. The number of Class Pay Periods you worked during the Covered Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until October 12, 2024 to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as MARIO RAMIREZ LOPEZ v. ELECTRIC TECH CONSTRUCTION, INC., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 12, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the October 24, 2024 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.LopezvElectricTechSettlement.com or the Court's website (<https://odyportal.cc-courts.org/Portal/Home/Dashboard/29>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 12, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action MARIO RAMIREZ LOPEZ v. ELECTRIC TECH CONSTRUCTION, INC. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on October 24, 2024 at 9:00 a.m. in Department 12 of the Contra Costa Superior Court, located at 725 Court Street Room 301, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the administrator's website at www.LopezvElectricTechSettlement.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://odyportal.cc-courts.org/Portal/Home/Dashboard/29>) and entering the Case Number for the Action, Case No. MSC21-01298.

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

Class Counsel:

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Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:

Lopez v. E-Tech Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
Classaction@xpandlegal.com
(888)557-2773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at <https://ucpi.sco.ca.gov/> for instructions on how to retrieve the funds you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT "3"

1 KINGSLEY SZAMET
EMPLOYMENT LAWYERS
2 ERIC B. KINGSLEY, Esq. (SBN 185123)
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3 KELSEY M. SZAMET, Esq. (SBN 260264)
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6 Tel: (818) 990-8300, Fax (818) 990-2903
Attorneys for Plaintiff and the proposed class

7
8 SUPERIOR COURT OF CALIFORNIA
9
10 FOR THE COUNTY OF CONTRA COSTA

11 MARIO RAMIREZ LOPEZ, an individual, on
behalf of himself and others similarly situated,

12 PLAINTIFF,

13 v.

14 ELECTRIC TECH CONSTRUCTION, INC.; and
DOES 1 thru 50, inclusive,

15 DEFENDANTS.
16

CASE NO. MSC21-01298

**DECLARATION OF JONATHAN
PAUL RE DISTRIBUTION OF FUNDS
RECEIVED**

Date: September 4, 2025

Time: 9:00 AM

Dept.: 39

Complaint Filed: November 12, 2021

Trial Date: None

1 I, Jonathan Paul, declare as follows:

2 1. I am the CEO at Xpand Legal ("Xpand"), a class action settlement administrator that
3 has been retained by the parties to serve as the Settlement Administrator for the settlement in the
4 above referenced action. Xpand is located in Irvine, California. I am over 21 years of age and am
5 not a party to this action. I am responsible for supervising the settlement services provided by Xpand
6 for this matter. The facts set forth herein are true of my own personal knowledge and I am informed
7 and believe them to be true. If called as a witness, I could and would competently testify thereto.

8 2. Xpand was asked to draft a supplemental declaration to provide the Court with the
9 most current statistics as of August 13, 2025.

10 **CLASS LIST AND PRELIMINARY DISTRIBUTION CALCULATIONS**

11 3. Xpand received the necessary information from Defendant for each Class Member,
12 including their name, address, phone number, SSN, hire and termination dates each Class Member
13 worked during the Class Period. The Class List comprises 386 class members, with a total of
14 13,262 pay periods, and 309 aggrieved employees with a total of 9,783 pay periods. This total
15 number of pay periods triggered the Escalator Clause as it did exceed the 11,277 Compensable
16 pay periods threshold by more than 5%.

17 4. Xpand will utilize the existing class list to calculate reduced pro rata Individual
18 Settlement Payments based on the total amount received from defendant. To effectuate this,
19 attorneys' costs will be allocated in full, and attorneys' fees will be reduced to one-third of the
20 total amount collected.

21 5. As of this date, Xpand has received \$84,775.00 from the defendant and understand
22 no additional funding will take place, therefore, this amount is the Gross Settlement Fund (GSF)
23 available for distribution.

24 6. Pursuant to the terms of the Settlement Agreement and subject to Court approval,
25 Xpand will deduct from the total collected amount of \$84,775.00 the following: attorneys' fees in
26 the amount of \$16,955 (reduced to 20% of the total collected), attorneys' costs in the amount of
27 \$19,497.00, a Class Representative enhancement award of \$5,000.00, administration costs of
28 \$20,000.00, and a PAGA payment of \$4,238.75. Of the PAGA payment, seventy-five percent

1 (75%), or \$3,179.06, will be remitted to the California Labor and Workforce Development Agency
2 (LWDA), and the remaining twenty-five percent (25%), or \$1,059.69 will be allocated to
3 Aggrieved Employees.

4 7. After these deductions, the resulting Net Settlement Amount is \$19,084.25. With
5 the aggrieved employee share of the PAGA the employees will receive just over \$20,000. This
6 amount will be divided by the total number of workweeks to determine the "per week" rate for
7 distribution among all Class Members who do not submit a valid request for exclusion. The
8 estimated amount per PAGA pay period is \$0.11. The estimated amount per Workweek is \$0.21
9 The average gross amount payable to a Class Member is approximately \$49.44; the highest gross
10 amount payable is approximately \$139.21; and the lowest gross amount payable is approximately
11 \$0.72. The average PAGA payment to PAGA Group Members is \$3.42; the highest PAGA
12 payment is \$7.79; and the lowest PAGA payment is \$0.10.

13 8. Attached hereto as **Exhibit A** are the individual payment calculations, with all
14 identifying information redacted, as prepared by the Settlement Administrator.

15
16 I declare under penalty of perjury under the laws of the state of California that the foregoing
17 is true and correct.

18 Dated: August 21, 2025

19
20
21 
Jonathan Paul

EXHIBIT “A”

Xpand ID	Workweek	Pay Period	Gross Class Estimate	Gross PAGA Estimate
ETL191	4	2	\$2.90	\$0.21
ETL184	7	4	\$5.07	\$0.43
ETL253	1	1	\$0.72	\$0.10
ETL023	14	7	\$10.15	\$0.75
ETL127	1	1	\$0.72	\$0.10
ETL293	14	7	\$10.15	\$0.75
ETL313	14	7	\$10.15	\$0.75
ETL198	9	5	\$6.52	\$0.54
ETL105	18	9	\$13.05	\$0.97
ETL251	18	9	\$13.05	\$0.97
ETL146	19	10	\$13.77	\$1.08
ETL192	18	9	\$13.05	\$0.97
ETL288	20	10	\$14.50	\$1.08
ETL331	20	10	\$14.50	\$1.08
ETL363	18	9	\$13.05	\$0.97
ETL150	9	5	\$6.52	\$0.54
ETL344	26	13	\$18.85	\$1.40
ETL177	17	9	\$12.32	\$0.97
ETL265	27	14	\$19.57	\$1.51
ETL213	15	8	\$10.87	\$0.86
ETL017	2	1	\$1.45	\$0.10
ETL031	2	0	\$1.45	\$0.00
ETL039	23	12	\$16.67	\$1.29
ETL054	1	1	\$0.72	\$0.10
ETL063	1	0	\$0.72	\$0.00
ETL075	21	11	\$15.22	\$1.19
ETL080	2	0	\$1.45	\$0.00
ETL108	2	0	\$1.45	\$0.00
ETL109	1	0	\$0.72	\$0.00
ETL152	1	0	\$0.72	\$0.00
ETL221	1	1	\$0.72	\$0.10
ETL237	2	0	\$1.45	\$0.00
ETL300	2	0	\$1.45	\$0.00
ETL303	2	0	\$1.45	\$0.00
ETL309	34	17	\$24.65	\$1.84
ETL320	1	1	\$0.72	\$0.10
ETL356	1	1	\$0.72	\$0.10
ETL005	4	0	\$2.90	\$0.00
ETL065	4	1	\$2.90	\$0.10
ETL102	4	2	\$2.90	\$0.21
ETL185	3	2	\$2.17	\$0.21

ETL186		3	2	\$2.17	\$0.21
ETL249		3	2	\$2.17	\$0.21
ETL276		4	2	\$2.90	\$0.21
ETL278		4	0	\$2.90	\$0.00
ETL353		3	2	\$2.17	\$0.21
ETL359		4	2	\$2.90	\$0.21
ETL384		4	2	\$2.90	\$0.21
ETL029		5	3	\$3.62	\$0.32
ETL098		6	3	\$4.35	\$0.32
ETL176		6	3	\$4.35	\$0.32
ETL179		5	0	\$3.62	\$0.00
ETL193		5	0	\$3.62	\$0.00
ETL220		6	3	\$4.35	\$0.32
ETL262		5	2	\$3.62	\$0.21
ETL329		5	0	\$3.62	\$0.00
ETL330		6	0	\$4.35	\$0.00
ETL335		5	0	\$3.62	\$0.00
ETL062		7	4	\$5.07	\$0.43
ETL163		8	4	\$5.80	\$0.43
ETL167		7	4	\$5.07	\$0.43
ETL241		7	4	\$5.07	\$0.43
ETL259		7	0	\$5.07	\$0.00
ETL271		7	0	\$5.07	\$0.00
ETL272		7	0	\$5.07	\$0.00
ETL273		8	4	\$5.80	\$0.43
ETL282		8	4	\$5.80	\$0.43
ETL052		10	5	\$7.25	\$0.54
ETL053		10	5	\$7.25	\$0.54
ETL091		10	4	\$7.25	\$0.43
ETL120		9	0	\$6.52	\$0.00
ETL136		9	5	\$6.52	\$0.54
ETL173		9	0	\$6.52	\$0.00
ETL257		10	5	\$7.25	\$0.54
ETL347		9	0	\$6.52	\$0.00
ETL007		12	6	\$8.70	\$0.64
ETL015		12	0	\$8.70	\$0.00
ETL060		11	0	\$7.97	\$0.00
ETL139		11	6	\$7.97	\$0.64
ETL141		12	6	\$8.70	\$0.64
ETL160		37	19	\$26.82	\$2.05
ETL174		11	6	\$7.97	\$0.64
ETL298		12	6	\$8.70	\$0.64
ETL371		12	0	\$8.70	\$0.00
ETL385		41	21	\$29.72	\$2.27

ETL037	13	7	\$9.42	\$0.75
ETL051	13	7	\$9.42	\$0.75
ETL083	14	7	\$10.15	\$0.75
ETL095	14	7	\$10.15	\$0.75
ETL104	33	17	\$23.92	\$1.84
ETL134	14	0	\$10.15	\$0.00
ETL148	13	5	\$9.42	\$0.54
ETL206	14	0	\$10.15	\$0.00
ETL352	13	7	\$9.42	\$0.75
ETL022	15	8	\$10.87	\$0.86
ETL036	15	0	\$10.87	\$0.00
ETL043	15	0	\$10.87	\$0.00
ETL076	23	12	\$16.67	\$1.29
ETL156	47	24	\$34.07	\$2.59
ETL166	22	11	\$15.95	\$1.19
ETL175	15	0	\$10.87	\$0.00
ETL268	43	22	\$31.17	\$2.38
ETL279	47	24	\$34.07	\$2.59
ETL289	47	24	\$34.07	\$2.59
ETL318	15	0	\$10.87	\$0.00
ETL337	15	8	\$10.87	\$0.86
ETL008	18	0	\$13.05	\$0.00
ETL070	18	0	\$13.05	\$0.00
ETL097	17	0	\$12.32	\$0.00
ETL106	18	9	\$13.05	\$0.97
ETL159	18	9	\$13.05	\$0.97
ETL250	17	9	\$12.32	\$0.97
ETL321	17	0	\$12.32	\$0.00
ETL361	22	11	\$15.95	\$1.19
ETL001	20	10	\$14.50	\$1.08
ETL030	19	10	\$13.77	\$1.08
ETL041	19	0	\$13.77	\$0.00
ETL067	20	10	\$14.50	\$1.08
ETL190	20	0	\$14.50	\$0.00
ETL201	19	10	\$13.77	\$1.08
ETL203	19	0	\$13.77	\$0.00
ETL297	19	10	\$13.77	\$1.08
ETL365	20	10	\$14.50	\$1.08
ETL376	19	0	\$13.77	\$0.00
ETL040	47	24	\$34.07	\$2.59
ETL194	22	0	\$15.95	\$0.00
ETL197	22	11	\$15.95	\$1.19
ETL345	44	22	\$31.90	\$2.38
ETL014	24	12	\$17.40	\$1.29

ETL050	23	12	\$16.67	\$1.29
ETL086	23	0	\$16.67	\$0.00
ETL187	23	0	\$16.67	\$0.00
ETL236	23	12	\$16.67	\$1.29
ETL284	55	28	\$39.87	\$3.03
ETL292	23	12	\$16.67	\$1.29
ETL380	23	10	\$16.67	\$1.08
ETL234	25	4	\$18.12	\$0.43
ETL311	26	13	\$18.85	\$1.40
ETL354	25	13	\$18.12	\$1.40
ETL372	25	13	\$18.12	\$1.40
ETL038	27	0	\$19.57	\$0.00
ETL047	28	0	\$20.30	\$0.00
ETL092	28	0	\$20.30	\$0.00
ETL112	27	0	\$19.57	\$0.00
ETL113	27	0	\$19.57	\$0.00
ETL164	27	0	\$19.57	\$0.00
ETL210	28	0	\$20.30	\$0.00
ETL277	27	14	\$19.57	\$1.51
ETL350	27	0	\$19.57	\$0.00
ETL366	27	0	\$19.57	\$0.00
ETL368	28	14	\$20.30	\$1.51
ETL004	29	15	\$21.02	\$1.62
ETL027	29	0	\$21.02	\$0.00
ETL028	29	5	\$21.02	\$0.54
ETL044	29	0	\$21.02	\$0.00
ETL096	30	0	\$21.75	\$0.00
ETL161	30	0	\$21.75	\$0.00
ETL208	30	0	\$21.75	\$0.00
ETL256	29	15	\$21.02	\$1.62
ETL059	31	16	\$22.47	\$1.73
ETL122	31	0	\$22.47	\$0.00
ETL151	32	0	\$23.20	\$0.00
ETL172	31	0	\$22.47	\$0.00
ETL182	32	16	\$23.20	\$1.73
ETL215	31	0	\$22.47	\$0.00
ETL219	32	0	\$23.20	\$0.00
ETL222	31	16	\$22.47	\$1.73
ETL223	31	16	\$22.47	\$1.73
ETL274	32	0	\$23.20	\$0.00
ETL351	31	0	\$22.47	\$0.00
ETL068	34	17	\$24.65	\$1.84
ETL230	65	33	\$47.12	\$3.57
ETL260	33	0	\$23.92	\$0.00

ETL369	34	0	\$24.65	\$0.00
ETL370	33	17	\$23.92	\$1.84
ETL144	36	18	\$26.10	\$1.94
ETL195	36	18	\$26.10	\$1.94
ETL006	37	19	\$26.82	\$2.05
ETL025	37	19	\$26.82	\$2.05
ETL128	38	0	\$27.55	\$0.00
ETL143	38	0	\$27.55	\$0.00
ETL168	38	9	\$27.55	\$0.97
ETL225	37	0	\$26.82	\$0.00
ETL280	37	19	\$26.82	\$2.05
ETL328	37	0	\$26.82	\$0.00
ETL013	39	0	\$28.27	\$0.00
ETL018	40	20	\$29.00	\$2.16
ETL035	39	0	\$28.27	\$0.00
ETL099	40	3	\$29.00	\$0.32
ETL121	39	11	\$28.27	\$1.19
ETL196	63	32	\$45.67	\$3.46
ETL227	39	20	\$28.27	\$2.16
ETL358	39	0	\$28.27	\$0.00
ETL064	42	0	\$30.45	\$0.00
ETL066	42	0	\$30.45	\$0.00
ETL089	74	37	\$53.65	\$4.00
ETL162	73	37	\$52.92	\$4.00
ETL216	42	0	\$30.45	\$0.00
ETL332	42	21	\$30.45	\$2.27
ETL342	73	37	\$52.92	\$4.00
ETL045	44	7	\$31.90	\$0.75
ETL231	76	38	\$55.10	\$4.11
ETL338	43	0	\$31.17	\$0.00
ETL116	80	40	\$58.00	\$4.33
ETL137	48	0	\$34.80	\$0.00
ETL202	80	40	\$58.00	\$4.33
ETL339	80	40	\$58.00	\$4.33
ETL002	50	1	\$36.25	\$0.10
ETL200	50	25	\$36.25	\$2.70
ETL003	52	2	\$37.70	\$0.21
ETL016	51	24	\$36.97	\$2.59
ETL178	51	26	\$36.97	\$2.81
ETL232	52	13	\$37.70	\$1.40
ETL032	54	27	\$39.15	\$2.92
ETL061	54	27	\$39.15	\$2.92
ETL103	53	17	\$38.42	\$1.84
ETL199	54	27	\$39.15	\$2.92

ETL233	70	35	\$50.75	\$3.79
ETL327	86	43	\$62.35	\$4.65
ETL071	56	5	\$40.60	\$0.54
ETL119	55	28	\$39.87	\$3.03
ETL165	56	5	\$40.60	\$0.54
ETL218	55	28	\$39.87	\$3.03
ETL246	76	38	\$55.10	\$4.11
ETL296	55	28	\$39.87	\$3.03
ETL082	57	5	\$41.32	\$0.54
ETL158	57	16	\$41.32	\$1.73
ETL118	59	29	\$42.77	\$3.14
ETL142	60	6	\$43.50	\$0.64
ETL046	62	7	\$44.95	\$0.75
ETL074	61	31	\$44.22	\$3.35
ETL087	61	31	\$44.22	\$3.35
ETL147	61	7	\$44.22	\$0.75
ETL266	62	17	\$44.95	\$1.84
ETL129	63	8	\$45.67	\$0.86
ETL131	64	8	\$46.40	\$0.86
ETL155	64	9	\$46.40	\$0.97
ETL170	63	16	\$45.67	\$1.73
ETL291	64	24	\$46.40	\$2.59
ETL304	63	8	\$45.67	\$0.86
ETL307	64	24	\$46.40	\$2.59
ETL310	64	9	\$46.40	\$0.97
ETL110	69	35	\$50.02	\$3.79
ETL138	65	33	\$47.12	\$3.57
ETL149	65	33	\$47.12	\$3.57
ETL055	99	50	\$71.78	\$5.41
ETL209	68	11	\$49.30	\$1.19
ETL226	68	34	\$49.30	\$3.68
ETL299	99	50	\$71.78	\$5.41
ETL377	67	10	\$48.57	\$1.08
ETL085	69	11	\$50.02	\$1.19
ETL189	69	11	\$50.02	\$1.19
ETL255	70	35	\$50.75	\$3.79
ETL308	70	35	\$50.75	\$3.79
ETL360	78	39	\$56.55	\$4.22
ETL093	86	43	\$62.35	\$4.65
ETL117	78	16	\$56.55	\$1.73
ETL157	78	30	\$56.55	\$3.24
ETL252	109	55	\$79.03	\$5.95
ETL341	78	15	\$56.55	\$1.62
ETL081	105	53	\$76.13	\$5.74

ETL317	80	32	\$58.00	\$3.46
ETL135	113	57	\$81.93	\$6.17
ETL180	82	33	\$59.45	\$3.57
ETL348	84	36	\$60.90	\$3.89
ETL049	86	43	\$62.35	\$4.65
ETL228	85	43	\$61.62	\$4.65
ETL294	85	43	\$61.62	\$4.65
ETL373	86	43	\$62.35	\$4.65
ETL033	88	20	\$63.80	\$2.16
ETL286CR	88	20	\$63.80	\$2.16
ETL079	89	36	\$64.53	\$3.89
ETL323	89	43	\$64.53	\$4.65
ETL024	93	47	\$67.43	\$5.09
ETL111	92	44	\$66.70	\$4.76
ETL224	91	38	\$65.98	\$4.11
ETL381	92	22	\$66.70	\$2.38
ETL026	125	63	\$90.63	\$6.82
ETL267	125	63	\$90.63	\$6.82
ETL034	95	48	\$68.88	\$5.19
ETL205	127	64	\$92.08	\$6.93
ETL315	96	48	\$69.60	\$5.19
ETL145	97	25	\$70.33	\$2.70
ETL244	99	26	\$71.78	\$2.81
ETL285	99	47	\$71.78	\$5.09
ETL386	102	28	\$73.95	\$3.03
ETL295	129	65	\$93.53	\$7.04
ETL153	105	29	\$76.13	\$3.14
ETL324	105	29	\$76.13	\$3.14
ETL362	106	29	\$76.85	\$3.14
ETL010	107	54	\$77.58	\$5.84
ETL021	108	49	\$78.30	\$5.30
ETL211	107	30	\$77.58	\$3.24
ETL333	139	70	\$100.78	\$7.58
ETL355	107	44	\$77.58	\$4.76
ETL364	110	54	\$79.75	\$5.84
ETL078	111	32	\$80.48	\$3.46
ETL270	143	72	\$103.68	\$7.79
ETL322	111	54	\$80.48	\$5.84
ETL072	145	72	\$105.13	\$7.79
ETL181	113	33	\$81.93	\$3.57
ETL290	132	66	\$95.70	\$7.14
ETL346	135	67	\$97.88	\$7.25
ETL316	136	67	\$98.60	\$7.25
ETL334	117	50	\$84.83	\$5.41

ETL248	140	67	\$101.50	\$7.25
ETL378	119	36	\$86.28	\$3.89
ETL171	122	38	\$88.45	\$4.11
ETL349	121	37	\$87.73	\$4.00
ETL115	155	72	\$112.38	\$7.79
ETL379	155	72	\$112.38	\$7.79
ETL009	154	71	\$111.65	\$7.69
ETL130	125	39	\$90.63	\$4.22
ETL235	158	72	\$114.55	\$7.79
ETL343	158	72	\$114.55	\$7.79
ETL126	127	40	\$92.08	\$4.33
ETL133	127	40	\$92.08	\$4.33
ETL239	127	40	\$92.08	\$4.33
ETL100	161	72	\$116.73	\$7.79
ETL154	161	72	\$116.73	\$7.79
ETL212	161	72	\$116.73	\$7.79
ETL301	161	72	\$116.73	\$7.79
ETL042	131	42	\$94.98	\$4.54
ETL312	132	42	\$95.70	\$4.54
ETL077	165	72	\$119.63	\$7.79
ETL114	134	43	\$97.15	\$4.65
ETL123	134	43	\$97.15	\$4.65
ETL188	137	54	\$99.33	\$5.84
ETL245	169	72	\$122.53	\$7.79
ETL058	161	67	\$116.73	\$7.25
ETL169	140	54	\$101.50	\$5.84
ETL069	143	54	\$103.68	\$5.84
ETL088	144	48	\$104.40	\$5.19
ETL269	143	48	\$103.68	\$5.19
ETL048	177	72	\$128.33	\$7.79
ETL238	177	72	\$128.33	\$7.79
ETL012	147	54	\$106.58	\$5.84
ETL229	180	72	\$130.51	\$7.79
ETL375	150	51	\$108.75	\$5.52
ETL011	151	52	\$109.48	\$5.63
ETL125	151	52	\$109.48	\$5.63
ETL254	183	72	\$132.68	\$7.79
ETL261	151	52	\$109.48	\$5.63
ETL357	151	52	\$109.48	\$5.63
ETL073	186	72	\$134.86	\$7.79
ETL243	176	68	\$127.61	\$7.36
ETL247	179	69	\$129.78	\$7.47
ETL204	156	54	\$113.10	\$5.84
ETL302	156	54	\$113.10	\$5.84

ETL326	156	54	\$113.10	\$5.84
ETL019	183	68	\$132.68	\$7.36
ETL020	192	72	\$139.21	\$7.79
ETL056	192	72	\$139.21	\$7.79
ETL057	191	72	\$138.48	\$7.79
ETL084	184	69	\$133.41	\$7.47
ETL090	163	58	\$118.18	\$6.28
ETL094	192	72	\$139.21	\$7.79
ETL101	192	72	\$139.21	\$7.79
ETL124	192	72	\$139.21	\$7.79
ETL132	192	72	\$139.21	\$7.79
ETL140	192	72	\$139.21	\$7.79
ETL183	192	72	\$139.21	\$7.79
ETL207	169	61	\$122.53	\$6.60
ETL214	192	72	\$139.21	\$7.79
ETL217	192	72	\$139.21	\$7.79
ETL240	192	72	\$139.21	\$7.79
ETL242	160	57	\$116.00	\$6.17
ETL258	164	59	\$118.90	\$6.39
ETL263	192	72	\$139.21	\$7.79
ETL264	164	59	\$118.90	\$6.39
ETL275	186	70	\$134.86	\$7.58
ETL281	192	72	\$139.21	\$7.79
ETL283	192	72	\$139.21	\$7.79
ETL287	192	72	\$139.21	\$7.79
ETL305	163	58	\$118.18	\$6.28
ETL306	192	72	\$139.21	\$7.79
ETL314	192	72	\$139.21	\$7.79
ETL319	165	59	\$119.63	\$6.39
ETL325	192	72	\$139.21	\$7.79
ETL336	192	72	\$139.21	\$7.79
ETL340	192	72	\$139.21	\$7.79
ETL367	164	59	\$118.90	\$6.39
ETL374	192	72	\$139.21	\$7.79
ETL382	184	68	\$133.41	\$7.36
ETL383	192	72	\$139.21	\$7.79
ETL387	167	84	\$121.08	\$6.49

(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 5, 2025, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

NORTON ROSE FULBRIGHT
Natalie Lagunas
555 South Flower ST, 41st Floor
Los Angeles, CA 90071
Natalie.lagunas@nortonrosefulbright.com

[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 5, 2025, at West Hollywood, California.



Taylor Gregg