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ON TRAC GARAGE DOOR
COMPANY

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Attorneys for Plaintiffs TINA MAE
AVILA-SCOTT, as an individual and
on behalf of all others similarly situated;
ALAN DELEON, as an individual and
on behalf of all others similarly situated,

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

TINA MAE AVILA-SCOTT, as an individual
and on behalf of all others similarly situated;
ALAN DELEON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

COLTON GROUP INC., a California
corporation dba ON TRAC GARAGE DOOR
COMPANY; and DOES 1 through 100,
inclusive;

Defendants.

CASE NO. CIVSB2129415

Assigned for all purposes to:
Hon. David Cohn
Department: S26

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

Complaint Filed: October 14, 2021

1 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,”
2 or “Settlement Agreement”) is made and entered into between Plaintiffs TINA MAE AVILA-
3 SCOTT and ALAN DELEON, as representatives of all Class and PAGA Members defined below
4 (collectively, “Plaintiffs”), and Defendant COLTON GROUP INC. dba ON TRAC GARAGE
5 DOOR COMPANY (“Defendant”). Plaintiffs and Defendant will be referred to herein as the
6 Parties and each individually as a Party. The Parties hereby agree as follows:

7 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
8 set forth herein, the Parties agree, subject to the approval by the Court, that the Action, Released
9 Class Claims, and Released PAGA Claims shall be settled and compromised as between Plaintiffs,
10 Settlement Class Members, and PAGA Members on the one hand, and Defendant on the other
11 hand, subject to the terms and conditions set forth herein and with no admission of liability on the
12 part of Defendant..

13 I. DEFINITIONS

14 A. “Action” refers to the action entitled *TINA MAE AVILA-SCOTT, as an individual*
15 *and on behalf of all others similarly situated; ALAN DELEON, as an individual and on behalf*
16 *of all others similarly situated v. COLTON GROUP INC., a California corporation dba ON*
17 *TRAC GARAGE DOOR COMPANY, and DOES 1 through 100, inclusive*, pending in the
18 Superior Court of California, County of San Bernardino, Court Case No., CIVSB2129415.

19 B. “Class Counsel” refers to Kyle Todd, P.C.

20 C. “Class” or “Class Member(s)” refers to all current and former non-exempt, hourly
21 employees of Defendant who worked at least one shift in California from October 14, 2017 to
22 the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs
23 first. Based on information provided by Defendant at mediation, the “Class Members” totalled
24 approximately 73 employees as of April 2023. As an estimate, the weeks worked by Class
25 Members was approximately 4,807, estimated through April 2023. The “PAGA members”
26 totalled approximately 23 employees as of April 2023. Through the date of preliminary approval
27 (estimated to occur December 2023), the Parties estimate roughly 5,007 weeks worked by the
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1 Class Members.

2 D. "Class Data" refers to the compilation of the following information for each Class
3 Member, to the extent such information is readily available to Defendant: last known full name,
4 last known address, last known telephone number, Social Security number or employee ID
5 number, start and end dates of employment as a non-exempt and/or hourly-paid employee of
6 Defendant in California during the Class Period, and other such mutually agreed upon
7 information by the Parties as may be necessary for the Settlement Administrator to independently
8 calculate and review the Covered Workweeks attributed to each Class Member.

9 E. "Class Notice" refers to the Notice of Class Action Settlement that is to be mailed
10 to the Class Members, substantially in the form attached hereto as "**Exhibit A**," as ordered by
11 the Court, subject to edits that the Parties may jointly agree upon which are in conformity with
12 the Court's orders and this Agreement.

13 F. "Class Period" for purposes of this Settlement is the time period from October 14,
14 2017 to the date of preliminary approval of this settlement, or December 31, 2023, whichever
15 occurs first.

16 G. "Class Settlement" means the settlement and resolution of the Released Class
17 Claims.

18 H. "Complaint" refers to the operative class action and representative Complaint
19 filed by Plaintiffs on October 14, 2021.

20 I. "Court" refers to the San Bernardino County Superior Court.

21 J. "Class Workweek(s)" or "Workweeks" means the number of weeks worked by
22 Class Members as hourly-paid or non-exempt employees of Defendant in California during the
23 Class Period. Workweeks will be calculated by the Settlement Administrator, using the Class
24 Data provided by Defendant.

25 K. "Class Workweeks Dispute" or "Workweeks Dispute" refers to a Class Member's
26 written letter disputing the pre-printed information on the Class Notice as to his or her
27 Workweeks, which must: (a) contain the Class Member's full name, current address, current
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1 telephone number, last four digits of his or her Social Security number or employee ID number,
2 and signature; (b) contain the case name and number of the Action; (c) contain a clear statement
3 explaining the basis for his or her dispute of the number of Workweeks credited to him or her;
4 (d) attach any documentation that he or she has to support the dispute; and (e) be mailed or
5 delivered to the Settlement Administrator at the specified address, postmarked or delivered on
6 or before the Response Deadline.

7 L. “Defendant” refers to Defendant Colton Group Inc. dba On Trac Garage Door
8 Company.

9 M. “Defendant’s Counsel” refers to Ankit H. Bhakta of Bhakta Law Firm, A
10 Professional Corporation.

11 N. “Effective Date” refers to the date upon which the terms of this Settlement
12 Agreement shall become effective, which is the date on which all of the following events have
13 occurred: (i) this Settlement Agreement has been executed by all Parties and their respective
14 counsel; (ii) the Court has preliminarily approved the Settlement; (iii) the Notice Packet has been
15 given to the Class, providing them with an opportunity to dispute their Workweeks as stated in
16 their Class Notice, to opt out of the Class Settlement, or to object to the Class Settlement; (iv)
17 the Court has entered the contemplated Final Approval Order and Judgment, certifying the Class
18 and approving this Settlement; and (v) the later of the following events: (1) if there is no
19 objection to the Settlement, or if there is an objection but it is withdrawn, then, the date of the
20 notice of entry of the Final Approval Order and Judgment; (2) if there is an objection to the
21 Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65)
22 calendar days following notice of entry of the Final Approval Order and Judgment; or (3) if there
23 is an objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate
24 proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following
25 notice of entry of the Final Approval Order and Judgment, then when any such appeal, writ, or
26 other appellate proceeding opposing the validity of the Settlement has been resolved finally and
27 conclusively with no right to pursue further remedies or relief. In this regard, it is the intention
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1 of the Parties that the Settlement shall not become effective until the Final Approval Order and
2 Judgment is completely final, and there is no further recourse by an appellant or objector who
3 seeks to contest the Settlement.

4 O. “Enhancement Award” refers to the amount to be paid to Plaintiffs Tina Mae
5 Avila-Scott and Alan DeLeon, if any, in recognition of their effort and work in prosecuting the
6 Action.

7 P. “Exclusion Form” refers to the Exclusion Form, substantially in the form attached
8 hereto as “Exhibit B,” as ordered by the Court, subject to edits that the Parties may jointly agree
9 upon which are in conformity with the Court’s orders and this Agreement.

10 Q. “Final Approval Order and Judgment” refers to the order of the Court granting
11 final approval of this Settlement and entering a judgment approving this Settlement on
12 substantially the terms provided herein or as the same may be modified by subsequent agreement
13 of the Parties.

14 R. “Gross Settlement Amount” or “GSA” is the gross maximum amount which
15 Defendant is obligated to pay under this Agreement, which is Two Hundred Thousand Dollars
16 and Zero Cents (\$200,000.00), plus the employer’s share of all payroll taxes in connection with
17 the wages portion of the Settlement Shares (“Employer Taxes”). In other words, the Gross
18 Settlement Amount is exclusive of the Employer Taxes.

19 S. “Individual PAGA Payment” refers to the amount paid to each PAGA Member
20 from 25% of the PAGA Payment (which is Two Thousand Five Hundred Dollars and Zero Cents
21 (\$2,500.00)).

22 T. “Individual Settlement Payment” refers to the net payment of each Settlement
23 Class Member’s Settlement Share, after reduction for the employee’s share of payroll taxes and
24 withholdings with respect to the wages portion of each of their Settlement Shares.

25 U. “PAGA Payment” refers to penalties under the Private Attorneys General Act,
26 California Labor Code section 2698, *et seq.* in the amount of \$10,000, of which seventy-five
27 percent (75%) or \$7,500 will be distributed to the Labor and Workforce Development Agency
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1 (“LWDA Payment”) and twenty-five percent (25%) or \$2,500 will be distributed to the PAGA
2 Members.

3 V. “Plaintiffs” or “Class Representatives” refers to Tina Mae Avila-Scott and Alan
4 DeLeon.

5 W. “Net Settlement Amount” refers to the Gross Settlement Amount, less (1)
6 Attorneys’ Fees and Costs to Class Counsel as approved by the Court, (2) Enhancement Award
7 to Plaintiffs as approved by the Court, (3) Settlement Administration Fees as approved by the
8 Court, and (4) the PAGA Payment.

9 X. “Notice of Objection” refers to the Objection Form or a Class Member’s written
10 objection to the Class Settlement, which must: (a) contain the Class Member’s full name, current
11 address, current telephone number, last four digits of his or her Social Security number or
12 employee ID number, and signature; (b) contain the case name and number of the Action; (c)
13 contain a clear statement explaining his or her objection(s) to the Class Settlement; (d) attach
14 any documents on which the Class Member is relying for the objection; and (e) be mailed or
15 delivered to the Settlement Administrator at the specified address, postmarked or delivered on
16 or before the Response Deadline.

17 Y. “Notice Packet” refers to the Class Notice, Exclusion Form, and Objection Form,
18 substantially in the forms attached as “Exhibit A,” “Exhibit B,” and “Exhibit C.”

19 Z. “Objection Form” refers to the Objection Form, substantially in the form attached
20 hereto as “Exhibit C,” as ordered by the Court, subject to edits that the Parties may jointly agree
21 upon which are in conformity with the Court’s orders and this Agreement.

22 AA. “PAGA Member” or “PAGA Member(s)” refers to all current and former non-
23 exempt, hourly employees of Defendant who worked at least one shift in California from August
24 11, 2020 to the date of preliminary approval of this settlement, or December 31, 2023, whichever
25 occurs first.

26 BB. “PAGA Period” for purposes of this Settlement is the time period from August
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1 11, 2020 to the date of preliminary approval of this settlement, or December 31, 2023, whichever
2 occurs first.

3 CC. "PAGA Settlement" means the settlement and resolution of the Released PAGA
4 Claims.

5 DD. "Parties" collectively refer to Plaintiffs and Defendant.

6 EE. "Preliminary Approval" refers to the date on which the Court grants preliminary
7 approval of the Settlement.

8 FF. "Preliminary Approval Order" refers to the order of the Court granting
9 preliminary approval of the Settlement set forth herein.

10 GG. "Released Class Claims" refers to all state and wage claims by the Class Members
11 against Defendant, and its present and former parents, subsidiaries, co-employers, and each of
12 their respective present and former owners, boards, directors, officers, trustees, shareholders,
13 members, partners, employees, agents, attorneys, representatives, successors and assigns, and
14 present and former parents, subsidiaries, affiliated and related parties, and each of them, of any
15 and all claims, debts, liabilities, demands, actions, or causes of actions of every nature and
16 description that were either alleged, or that reasonably could have been alleged based on the
17 factual allegations contained in the Action, including, but not limited to, claims pursuant to
18 Labor Code sections, 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 512, 1174(d), 1194, 1194.2,
19 1197, 2699 et seq, and also unpaid wages, including under any theory of piece-rate law, unpaid
20 minimum wage, meal and rest period violations, waiting time penalties, itemized wage statement
21 penalties, expense reimbursement, safety equipment reimbursement, wages for unpaid time,
22 other civil or statutory penalties, attorneys' fees, and/or costs and all claims under the Private
23 Attorneys General Act of 2004, under the Unfair Competition Law, and which was alleged in
24 the Action, or that could have reasonably been alleged in the Action based on the factual
25 allegations in the Action, within the Class Period.

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27 HH. "Released PAGA Claims" refers to any and all claims for civil penalties under
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1 California Labor Code sections 2698 *et seq.*, as pleaded in the LWDA Notice and the Complaint,
2 or which could have been pleaded based on the factual allegations contained therein, arising
3 during the PAGA Period.

4 II. “Released Parties” refers to Defendant and its present and former parents,
5 subsidiaries, co-employers, and each of their respective present and former owners, boards,
6 directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys,
7 representatives, successors and assigns, and present and former parents, subsidiaries, affiliated
8 and related parties, and each of them.

9 JJ. “Response Deadline” means the date thirty (30) calendar days after the Settlement
10 Administrator initially mails the Notice Packet and the last date on which a Request for
11 Exclusion, Workweeks Dispute, and/or Notice of Objection may be submitted. With respect to
12 Notice Packets that are re-mailed as a result of the initial mailing being returned as undeliverable,
13 the Response Deadline will be extended fifteen (15) calendar days (i.e., such Class Members
14 shall have forty-five (45) calendar days from the initial mailing to submit a Request for
15 Exclusion, Workweeks Dispute, and/or Notice of Objection) irrespective of when the first
16 mailing was returned as undeliverable.

17 KK. “Request for Exclusion” refers to the Exclusion Form or a written letter submitted
18 by a Class Member indicating a request to be excluded from the Class Settlement, which must:
19 (a) contain the Class Member’s full name, current address, current telephone number, last four
20 digits of his or her Social Security number or employee ID number, and signature; (b) contain
21 the case name and number of the Action; (c) contain a clear statement indicating that he or she
22 seeks exclusion from the Class Settlement; (d) and be mailed or delivered to the Settlement
23 Administrator at the specified address, postmarked or delivered on or before the Response
24 Deadline.

25 LL. “Settlement Administrator” refers to Phoenix Settlement Administrators
26 (“Phoenix”), the third-party administrator that the Parties have mutually selected to handle the
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1 administration of the Settlement set forth in this Agreement. The Parties have confirmed that
2 they have selected a Settlement Administrator with whom they have no financial interest or other
3 relationship that could create a conflict of interest. In the event the Settlement Administrator is
4 subsequently unable to serve as the settlement administrator, another settlement administrator
5 shall be agreed to by the Parties.

6 MM. "Settlement Administration Fees" refers to the fees, costs, and expenses paid to
7 the Settlement Administrator for undertaking the administration of the Settlement Agreement.

8 NN. "Settlement Class" or "Settlement Class Member(s)" refers to Class Members
9 who have not submitted a valid and timely Request for Exclusion.

10 OO. "Settlement Share" refers to a *pro rata* share of the Net Settlement Amount,
11 calculated in accordance with the methodology provided herein, that a Class Member may be
12 eligible to receive in accordance with the terms set forth herein.

13 II. RELEVANT PROCEDURAL HISTORY

14 A. On July 21, 2021, Plaintiffs provided written notice by certified mail to the Labor
15 and Workforce Development Agency and Defendant of the provisions of the California Labor
16 Code that were allegedly violated ("LWDA Notice").

17 B. On October 14, 2021, Plaintiffs filed the operative class action and representative
18 Complaint in the Superior Court of California for the County of San Bernardino, Case No.
19 CIVSB2129415 on behalf of all current and former non-exempt, hourly employees of Defendant
20 who worked at least one shift in California during the period from four years preceding the filing
21 of the Complaint to final judgment.

22 C. On August 24, 2023, the Parties engaged in an arms-length mediation with the
23 Honorable John Leo Wagner (Ret.) and subsequently reached the agreement reflected in this
24 Settlement, subject to approval by the Court.

25 III. INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY

26 A. This Settlement Agreement is the result of a good-faith compromise of disputed
27 claims, and neither it nor any statement or conduct in furtherance of the Settlement shall be
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1 offered or construed to be an admission or concession of any kind by any Party. In particular,
2 but without limiting the generality of the foregoing, nothing about this Settlement shall be
3 offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or
4 fault whatsoever by Defendant, who expressly denies any liability, wrongdoing, impropriety,
5 responsibility, or fault whatsoever. In addition, and also without limiting the generality of the
6 foregoing, nothing about this Settlement shall be offered or construed as an admission or
7 evidence of the propriety or feasibility of certifying a class or any other action for adversarial,
8 rather than settlement purposes. The Parties further agree that if, for any reason, the Settlement
9 is not approved, the certification will have no force or effect and will be immediately revoked.

10 B. Defendant further denies that, for any purpose other than settlement, the Action
11 is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendant
12 contends, among other things, that Plaintiffs, Class Members, and PAGA Members have been
13 paid all wages due, have been provided all required meal and rest periods, and paid associated
14 premium payments if any, have been paid timely wages and associated waiting-time penalties,
15 if any, have been provided with accurate itemized wage statements, and have been reimbursed
16 for their business expenses or are not due any reimbursements. Defendant also contends, among
17 other things, that it maintained accurate payroll records and has complied at all times with the
18 California Labor Code and applicable Wage Orders of the Industrial Welfare Commission.
19 Furthermore, with respect to all claims, Defendant contends that it has complied at all times with
20 the California Business & Professions Code, the California Labor Code, and all other directly
21 applicable laws and/or regulations.

22 C. Class Counsel have conducted a thorough investigation into the facts of the
23 Action, including an extensive review of relevant documents, and have diligently pursued an
24 investigation of the claims against Defendant. Based on their own independent investigation
25 and evaluation, Class Counsel are of the opinion that the Settlement with Defendant for the
26 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
27 adequate and is in the best interest of the Class Members, PAGA Members, and the State of
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1 California in light of all known facts and circumstances, including the risk of significant delay,
2 the risk that the Class will not be certified by the Court, defenses asserted by Defendant, and
3 numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the
4 Settlement is fair and in the best interest of the Class Members, PAGA Members, and the State
5 of California.

6 **IV. CLASS CERTIFICATION**

7 A. Solely for purposes of settling the Action, the Parties and their respective counsel
8 stipulate that the requisites for class certification with respect to the Class Members are met, and
9 that the Class should be certified.

10 B. The Parties stipulate that certification for settlement purposes under the lenient
11 standard applied to settlements is in no way an admission that class certification is proper under
12 the more stringent standard applied for litigation purposes, and that evidence of this limited
13 stipulation for settlement purposes will not be deemed admissible in this or any other proceeding.
14 More specifically, the Parties stipulate that, solely for settlement purposes:

15 1. The Class is ascertainable and so numerous as to make it impracticable to
16 join all Class Members;

17 2. With respect to the Class, common questions of law and fact predominate
18 over questions affecting any individual member in the Class, including, but not limited to:
19 whether Defendant paid proper wages to the Class; whether Defendant provided compliant meal
20 periods and associated premium pay to the Class; whether Defendant provided compliant rest
21 periods and associated premium pay to the Class; whether Defendant timely paid compensation
22 and associated waiting-time penalties; whether Defendant provided accurate itemized wage
23 statements to the Class; whether Defendant properly reimbursed the Class for their business
24 expenses; whether Defendant maintained accurate payroll records with respect to the Class;
25 whether Defendant engaged in unlawful or unfair business practices affecting the Class in
26 violation of the California Business & Professions Code; and whether Plaintiffs and the Class
27 are entitled to injunctive and/or declaratory relief;
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- 1 3. Plaintiffs' claims are typical of the claims of the Class Members;
- 2 4. Plaintiffs and Class Counsel will fairly and adequately protect the interests
- 3 of the Class; and,
- 4 5. A class action is superior to other available means for the fair and efficient
- 5 adjudication of the controversy, as the prosecution of separate actions by individual members of
- 6 the Class would create the risk of inconsistent or varying adjudications, which would establish
- 7 incompatible standards of conduct.

8 **V. SETTLEMENT AMOUNT**

9 A. **Gross Settlement Amount:**

10 1. In consideration for the resolution of the Action and release of claims

11 provided for by this Settlement, Defendant shall pay the amount of Two Hundred Thousand

12 Dollars and Zero Cents (\$200,000.00) ("Gross Settlement Amount") on a non-reversionary

13 basis, which includes the Net Settlement Amount (to be distributed to Settlement Class Members

14 on a *pro rata* basis, according to a specified formula based on Workweeks), 25% of the PAGA

15 Payment to PAGA Members, all Attorneys' Fees and Costs to Class Counsel, Enhancement

16 Award to Plaintiffs, Settlement Administration Fees to the Settlement Administrator, and LWDA

17 Payment to the Labor and Workforce Development Agency ("LWDA").

18 B. **Net Settlement Amount:** The Net Settlement Amount shall be calculated by

19 deducting from the Gross Settlement Amount the following sums, as approved by the Court: (1)

20 attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (which is

21 \$70,000) and reimbursement of litigation costs and expenses in an amount not to exceed \$20,000

22 (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) an enhancement award to each

23 named Plaintiff in an amount not to exceed \$5,000 ("Enhancement Award"), which will be paid

24 in addition to whatever payments he or she is otherwise entitled to as a Settlement Class Member

25 and PAGA Member; (3) fees and expenses of the Settlement Administrator in an amount that is

26 estimated not to exceed \$4,000 ("Settlement Administration Fees"); and (4) PAGA Payment in

27 the amount of \$2,500.

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1 C. **Settlement Shares:** The Settlement Share for each Class Member will be
2 calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set
3 forth herein.

4 D. **Settlement Administration Fees:** The Parties have mutually agreed to engage
5 Phoenix to serve as Settlement Administrator, subject to approval by the Court. The Settlement
6 Administrator's fees, costs, and expenses for undertaking the administration of the Settlement
7 (i.e., Settlement Administration Fees) are estimated not to exceed Four Thousand Dollars
8 (\$4,000). All Settlement Administration Fees will be paid from the Gross Settlement Amount.
9 Any portion of the Settlement Administration Fees not used or approved by the Court shall be
10 part of the Net Settlement Amount.

11 E. **Notice to Class Members:**

12 1. Each Class Member and PAGA Member will be provided with pre-printed
13 information, in substantially the same form as the Notice of Class Action Settlement attached
14 hereto as **Exhibit A** based on Defendant's records. The Class Notice will state, among other
15 things, the Class Member's and PAGA Member's Workweeks and his or her estimated
16 individual Settlement Share and Individual PAGA Payment. The pre-printed information based
17 on Defendant's records will be presumed to be correct. The Notice Packet will be sent by the
18 Settlement Administrator to the Class Members and PAGA Members by first class mail in both
19 English and Spanish.

20 2. Within thirty (30) calendar days from Preliminary Approval, Defendant
21 will provide to the Settlement Administrator the Class Data. The Class Data will be based on
22 Defendant's payroll and other business records and will be provided in a format reasonably
23 acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement
24 Administrator prior to the production date of the Class Data, to ensure that the format will be
25 reasonably acceptable to the Settlement Administrator.

26 3. The Settlement Administrator will run a check of the Class Members' (or
27 PAGA Members') addresses, as reflected in the Class Data provided by Defendant, against those
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1 on file with the U.S. Postal Service's National Change of Address List; this check will be
2 performed only once per Class Member (or PAGA Member) by the Settlement Administrator.
3 Absent mutual written agreement of counsel for the Parties or Court order, the Settlement
4 Administrator will keep the Class Data and any database prepared based thereon confidential
5 and use them only for the purposes described herein.

6 4. Within fifteen (15) calendar days after the Class Data is provided to the
7 Settlement Administrator, the Settlement Administrator will mail the Notice Packet in English
8 and Spanish to the Class Members and PAGA Members by first class mail.

9 5. Notice Packets returned to the Settlement Administrator as non-
10 deliverable before the Response Deadline (based on the postmark date) shall be re-sent to the
11 forwarding address, if any, on the returned envelope. A returned Notice Packet will be forwarded
12 only once per Class Member (or PAGA Member) by the Settlement Administrator. If there is
13 no forwarding address, the Settlement Administrator will perform a skip-trace search for a new
14 address using the Class Member's (or PAGA Member's) Social Security number, and the
15 returned Notice Packet will be re-sent within five (5) calendar days to any updated address that
16 is located by way of skip-trace; this search and re-mailing will be performed only once per Class
17 Member (or PAGA Member) by the Settlement Administrator.

18 6. Upon completion of these steps by the Settlement Administrator,
19 Defendant and the Settlement Administrator will be deemed to have satisfied their obligation to
20 provide the Notice Packet to the affected Class Member (or PAGA Member). The affected Class
21 Member will nonetheless remain a member of the Class and will be bound by all the terms of
22 the Settlement and the Court's Final Approval Order and Judgment based thereon.

23 7. Class Counsel will provide to the Court, at least five (5) calendar days
24 prior to the Final Approval Hearing, a declaration by the Settlement Administrator of due
25 diligence and proof of mailing with regard to the mailing of the Notice Packet to the Class
26 Members.
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28 F. **Resolution of Disputes Regarding Workweeks:** Any Class Member may

1 dispute the pre-printed information on the Class Notice as to his or her Covered Workweeks by
2 mailing or delivering a Workweeks Dispute on or before the Response Deadline (based on the
3 postmark date) to the Settlement Administrator. A Workweeks Dispute must be submitted no
4 later than the Response Deadline (based on the postmark date). Unless a disputing Class Member
5 submits documentary evidence in support of his or her dispute, the records of the Defendant will
6 be presumed correct. If the Parties' counsel cannot resolve the dispute informally, the matter
7 will be referred to the Settlement Administrator. The Settlement Administrator will review
8 Defendant's records and any information or documents submitted by the Class Member and the
9 Settlement Administrator will issue a non-appealable decision regarding the dispute. No
10 disputes will be honored if they are postmarked or delivered after the Response Deadline, unless
11 the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to
12 maintain a photocopy of all documents sent to the Settlement Administrator and a record of proof
13 of mailing.

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15 G. **Right of Class Member to Request Exclusion from the Class Settlement:** Any
16 Class Member may request to be excluded from the Class Settlement by mailing or delivering a
17 Request for Exclusion on or before the Response Deadline (based on postmark date) to the
18 Settlement Administrator. Any Class Member who timely submits a Request for Exclusion in
19 compliance with these requirements shall not have any right under the Class Settlement, shall
20 not have standing to object to the Class Settlement; shall not be entitled to receive an Individual
21 Settlement Payment under this Settlement, and shall not be bound by the Class Settlement or the
22 Court's Final Approval Order and Judgment based thereon, however PAGA Members will be
23 bound to the PAGA Settlement and issued their Individual PAGA Payment irrespective of
24 whether they have submitted a Request for Exclusion. Class Counsel shall not represent any
25 Class Member who wishes to present objections to the Class Settlement. Any Class Member
26 who does not timely and properly exclude himself or herself from the Class Settlement shall be
27 bound by the contemplated Final Approval Order and Judgment.

28 H. **Right of Class Member to Object to the Class Settlement:** Any Class Member

1 may object to the Class Settlement, as long as he or she has not submitted a Request for Exclusion
2 (i.e., Settlement Class Member) by mailing or delivering a Notice of Objection on or before the
3 Response Deadline (based on the postmark date) to the Settlement Administrator. Settlement
4 Class Members who fail to submit timely, written objections in the manner specified above, and
5 as set forth in the Notice Packet, will be deemed to have waived all objections and will be
6 foreclosed from making any objection (whether by appeal or otherwise) to the Class Settlement,
7 unless otherwise ordered by the Court. Class Counsel and Defendant's Counsel may, at least
8 five (5) calendar days (or some other number of days as the Court shall specify) before the Final
9 Approval Hearing, file a response to any written objection submitted to the Court.

10 **VI. SETTLEMENT ADMINISTRATOR'S DUTIES**

11 A. The Settlement Administrator will independently calculate the Workweeks
12 attributed to each Class Member based on the Class Data provided by Defendant and will calculate
13 the amounts due to each Class Member and PAGA Member in accordance with this Settlement.
14 The Settlement Administrator shall report, in summary or narrative form, the substance of its
15 findings to the Parties. The Settlement Administrator will review, process, and authenticate all
16 Requests for Exclusion, Notices of Objection, and Covered Workweeks Disputes. The Parties will
17 cooperate to provide to the Settlement Administrator relevant records in order to perform its duties.

18 B. In accordance with the terms of this Settlement, and upon receipt of funds from
19 Defendant, the Settlement Administrator will issue and send out the Individual Settlement Payment
20 checks to the Settlement Class Members and Individual PAGA Payments to the PAGA Members,
21 and transmit payment of all payroll taxes and be responsible for all required federal, state and local
22 payroll tax reports. All disputes relating to the Settlement Administrator's performance of its
23 duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
24 terms and conditions of this Settlement until all payments and obligations contemplated by this
25 Settlement have been fully carried out.
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1 **VII. FUNDING AND DISTRIBUTION OF SETTLEMENT**

2 A. Within sixty (60) calendar days of the Effective Date, Defendant shall fund the
3 Gross Settlement Amount, plus the Employer Taxes, into a settlement account to be established
4 by the Settlement Administrator.

5 B. Within thirty (30) calendar days after Defendant transmits the Gross Settlement
6 Amount to the settlement account established by the Settlement Administrator, the Settlement
7 Administrator shall distribute the Individual Settlement Payments to Settlement Class Members,
8 Individual PAGA Payments to PAGA Members, Attorneys' Fees and Costs to Class Counsel,
9 Enhancement Award to Plaintiffs, the LWDA Payment to the LWDA, and Settlement
10 Administration Fees to itself.

11 **VIII. SETTLEMENT PAYMENTS TO SETTLEMENT CLASS/PAGA MEMBERS**

12 A. Each Class Member who does not submit a timely and valid Request for Exclusion
13 (i.e., Settlement Class Member) will be entitled to a *pro rata* share of the Net Settlement Amount
14 (i.e., Settlement Share), as calculated by the Settlement Administrator.

15 B. The Settlement Administrator will determine the Settlement Share of each Class
16 Member, using the Class Data (as independently reviewed by the Settlement Administrator)
17 according to the following methodology:

18 1. The number of Workweeks worked by all Class Members during the Class
19 Period will be totaled ("Total Class Workweeks");

20 2. Each Class Member's individual number of Workweeks worked during the
21 Class Period will be divided by the Total Class Workweeks to yield his or her "Individual Class
22 Percentage Allocation"; and

23 3. The Settlement Administrator will multiply each Class Member's
24 Individual Class Percentage Allocation by the Net Settlement Amount to yield his or her
25 Settlement Share.

26 C. Each PAGA Member will be entitled to a *pro rata* share of the 25% portion of the
27 PAGA Payment (i.e., Individual PAGA Payment), as calculated by the Settlement Administrator.
28

1 D. The Settlement Administrator will determine the Individual PAGA Payment of
2 each PAGA Member, using the Class Data (as independently reviewed by the Settlement
3 Administrator) according to the following methodology:

4 1. The number of Workweeks worked by all PAGA Members during the
5 PAGA Period will be totaled (“Total PAGA Workweeks”);

6 2. Each PAGA Member’s individual number of Workweeks worked during
7 the PAGA Period will be divided by the Total PAGA Workweeks to yield his or her “Individual
8 PAGA Percentage Allocation”; and

9 3. The Settlement Administrator will multiply each PAGA Member’s
10 Individual PAGA Percentage Allocation by the 25% portion of the PAGA Payment to yield his
11 or her Individual PAGA Payment.

12 E. The Parties have agreed that all Settlement Shares will be allocated as follows:
13 twenty percent (20%) as wages, and the remaining eighty percent (80%) as interest, penalties, and
14 other non-wage damages. The Settlement Administrator will report the wages portion of each
15 Settlement Share on an IRS Form W-2 and the interest and penalties portions on an IRS Form
16 1099 (if applicable) and will provide to Defendant’s Counsel copies of all tax reports filed with
17 the Internal Revenue Service and the State of California regarding the payments of the Settlement
18 Shares to the Settlement Class Members. Individual PAGA Payments will be allocated as one
19 hundred percent (100%) penalties, which will be reported on IRS Form 1099 (if applicable).
20 Settlement Class Members and PAGA Members are solely responsible to pay appropriate taxes
21 due on any amount paid to them under the Settlement. To the extent required by law, IRS Forms
22 1099 and/or W-2 will be issued to each Settlement Class Member and/or PAGA Member with
23 respect to such payments by the Settlement Administrator.

24 F. Defendant shall be responsible for paying the employer’s portion of any tax liability
25 with respect to the Settlement Shares attributed to wages, separate and apart from, and in addition
26 to, the Gross Settlement Amount, and shall contribute additional funds as necessary to satisfy these
27 obligations (i.e., Employer Taxes). Defendant shall not be responsible, however, for making
28

1 additional contributions for tax payments or for any additional payments of or relating to the Gross
2 Settlement Amount as noted above.

3 G. Settlement Class Members will be paid their respective Settlement Share, subject
4 to reduction for the employee's share of payroll taxes and withholdings with respect to the wages
5 portion of each of their Settlement Shares (the net payment is their "Individual Settlement
6 Payment"). Individual Settlement Payments will be distributed by the Settlement Administrator,
7 by way of check that is mailed to the Settlement Class Members at the last known address that the
8 Settlement Administrator has on file. Individual PAGA Payments will be distributed by the
9 Settlement Administrator, by way of check that is mailed to the PAGA Members at the last known
10 address that the Settlement Administrator has on file. The Settlement Administrator shall have the
11 option to combine an Individual Settlement Payment and Individual PAGA Payment into a single
12 check or single mailing (if applicable).

13 H. All payments made to Plaintiffs, Settlement Class Members, and PAGA Members
14 under this Settlement, will be deemed to be paid solely in the year in which such payments actually
15 are received by Plaintiffs, Settlement Class Members, and PAGA Members. It is expressly
16 understood and agreed that the receipt of payment under this Settlement will not entitle Plaintiffs,
17 Settlement Class Members, or PAGA Members to additional compensation or benefits under any
18 company bonus, contest, or other compensation or benefit plan or agreement in place during the
19 period covered by the Settlement, nor will it entitle Plaintiffs, Settlement Class Members, or PAGA
20 Members to any increased retirement, 401(k) benefits, matching benefits, or deferred
21 compensation benefits. It is the intent that the payments provided for in this Settlement are the
22 sole payments to be made by Defendant to Plaintiffs, Settlement Class Members, and PAGA
23 Members in connection with the Settlement, and that Plaintiffs, Settlement Class Members, and
24 PAGA Members are not entitled to any new or additional compensation or benefits as a result of
25 having received the payments under the Settlement (notwithstanding any contrary language or
26 agreement in any benefit or compensation plan document that might have been in effect during the
27 period covered by this Settlement).
28

1 I. All payees under this Settlement Agreement remain responsible for payment of
2 their respective income taxes (if any).

3 J. Individual Settlement Payment and Individual PAGA Payment checks will remain
4 valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance,
5 and if not cashed, deposited, or otherwise negotiated within the 180-day deadline, will be
6 cancelled, however, the funds associated with such cancelled checks will be distributed in
7 accordance with Code of Civil Procedure section 384 to the Children's Advocacy Institute.
8 Children's Advocacy Institute is a non-profit organization providing academic, research, and
9 advocacy services on behalf of children and youth, including improving the child protection and
10 foster care systems and improving outcomes for youth aging out of foster care. The Parties
11 represent that they do not have any financial interest in or other relationship with the cy pres
12 recipient that could create a conflict of interest. The Settlement Administrator shall mail a reminder
13 postcard by first class mail to any Settlement Class Member and/or PAGA Member whose
14 Individual Settlement Payment and/or Individual PAGA Payment check has not been negotiated
15 within sixty (60) calendar days after the date of mailing.
16

17 K. Upon completion of its calculation of Individual Settlement Payments and
18 Individual PAGA Payments, the Settlement Administrator shall provide Class Counsel and
19 Defendant's Counsel with a report listing the amount of all payments to be made to each Settlement
20 Class Member and PAGA Member. Proof of payment will be provided to Class Counsel and
21 Defendant's Counsel (without disclosing or identifying information of the Settlement Class
22 Members and PAGA Members), and filed with the Court as ordered by the Court.

23 **IX. ATTORNEYS' FEES AND LITIGATION COSTS/EXPENSES**

24 In consideration for resolving this matter and subject to approval by the Court, Defendant
25 will not object to Class Counsel's application for attorneys' fees in an amount not to exceed thirty-
26 five percent (35%) of the Gross Settlement Amount (which is \$70,000) and reasonable litigation
27 costs and expenses actually incurred with respect to the Action in an amount not to exceed Twenty
28 Thousand Dollars (\$20,000) (together, Attorneys' Fees and Costs). The amounts set forth above

1 will cover all work performed and all fees and costs incurred to date in the Action, and all work to
2 be performed and all fees and costs to be incurred in connection with obtaining the approval by
3 the Court of this Settlement. Should Class Counsel request a lesser amount and/or the Court
4 awards a lesser amount(s) for Attorneys' Fees and Costs, the difference between the lesser
5 amount(s) and the maximum amount set forth above shall be part of the Net Settlement Amount,
6 and shall not affect the total Gross Settlement Amount to be paid by Defendant. The Settlement
7 Administrator will issue an IRS Form 1099 to Class Counsel for the payment of Attorneys' Fees
8 and Costs.

9 **X. ENHANCEMENT AWARD FOR CLASS REPRESENTATIVE**

10 Subject to approval by the Court, Defendant will not object to each Plaintiff's application
11 for a payment of up to Five Thousand Dollars (\$5,000.00), for his or her services as the Class
12 Representative (i.e., Enhancement Award). It is understood that the Enhancement Award is in
13 addition to the Individual Settlement Payment and Individual PAGA Payment to which Plaintiffs
14 are entitled to as Settlement Class Members and PAGA Members. The Settlement Administrator
15 will issue an IRS Form 1099 to each Plaintiff for the Enhancement Award. Plaintiffs will be
16 individually responsible for correctly characterizing his or her compensation on his or her
17 individual personal income tax returns for tax purposes and for paying any taxes on the amount
18 received. Should the Court approve an Enhancement Award to Plaintiffs in an amount that is less
19 than the amount set forth above, the difference between the lesser amount that is approved by the
20 Court and the Enhancement Award amount that is set forth above will be a part of the Net
21 Settlement Amount.

22 **XI. RELEASE OF CLAIMS**

23 A. **Release of Claims by the Settlement Class Members:** Upon the Effective Date
24 and full funding of the Gross Settlement Amount, and except as to such rights or claims as may
25 be created by this Settlement, Plaintiffs and each Class Member who has not submitted a valid
26 and timely Request for Exclusion (i.e. Settlement Class Member) fully release and discharge the
27 Released Parties from the Released Class Claims.
28

1 B. **Release of Claims by the PAGA Members and the State of California:** Upon
2 the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights
3 or claims as may be created by this Settlement, Plaintiffs, PAGA Members, and the State of
4 California fully release and discharge the Released Parties from the Released PAGA Claims. It
5 is understood that PAGA Members will not have the opportunity to opt out of, or object to, the
6 PAGA Settlement. Further, the PAGA Members are bound by the PAGA Settlement regardless
7 of whether they cash and/or otherwise negotiate their Individual Settlement Payment and/or
8 Individual PAGA Payment.

9 C. **Release of Claims by the Class Representatives:** The Class Representatives
10 agree that, in exchange for the consideration set forth in this Settlement Agreement, and upon
11 the Effective Date and full funding of the Gross Settlement Amount, and except as to rights to
12 enforce this Settlement, he or she shall and hereby does fully, finally, and forever compromise,
13 release, resolve, relinquish, discharge, and settle, on behalf of himself or herself and each of his
14 or her heirs, representatives, successors, assigns, and attorneys, any and all claims of any nature
15 whatsoever, he or she have or may have against the Released Parties, based on his or her
16 employment with Defendant, for any act occurring on or before the date of final approval of the
17 Settlement. In addition, upon the Effective Date and full funding of the Gross Settlement
18 Amount, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs also
19 agree to expressly waive the provisions of California Civil Code § 1542, which provides as
20 follows:
21

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
24 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
25 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
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1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
2 **DEBTOR OR RELEASED PARTY.**

3 Each Plaintiff's general release and waiver of California Civil Code §1542 shall cover the time
4 period from the start of his or her employment with Defendant up to the Effective Date. This general
5 release and waiver of California Civil Code §1542 by Plaintiffs is not intended to release any claims
6 that cannot be waived or released as a matter of law, including specifically, without limitation, any
7 claim under the California workers' compensation statute. The settlement also contemplates that
8 Plaintiffs, in consideration for receipt of an enhanced award (regardless of the amount of the
9 enhancement award received), will each execute a more formal, standalone general release
10 agreement of any and all claims, including Claims in the Lawsuit.

11 **XII. APPROVAL OF THE SETTLEMENT**

12 A. Seeking Preliminary Approval: Class Counsel shall draft and circulate
13 preliminary approval motion papers, and Parties will exercise their best steps to address and
14 satisfy the requirements of the standing order and local procedures of the Court for the settlement
15 of class actions. This Settlement Agreement will be submitted to the Court in support of
16 Plaintiffs' motion for preliminary approval for determination by the Court as to its fairness,
17 adequacy, and reasonableness. In conjunction with the motion, Class Counsel will submit a
18 proposed Preliminary Approval Order to the Court, in a form agreed upon by the Parties,
19 providing for the following:

- 20 1. Scheduling of a hearing ("Final Approval Hearing") on the question of
21 whether the Settlement should be finally approved as fair, reasonable, and adequate as to the
22 members of the Class, and whether to award payment of Attorneys' Fees and Costs to Class
23 Counsel, Enhancement Award to Plaintiffs, LWDA Payment to the LWDA, and Settlement
24 Administration Fees to the Settlement Administrator;
- 25 2. Conditional certification of the Class for settlement purposes only;
- 26 3. Preliminary appointment of Plaintiffs as representatives of the Class and
27 Class Counsel as counsel for the Class;
- 28

4. Approval as to form and content the proposed Class Notice, Exclusion Form, and Objection Form;

5. Directing the mailing of the Notice Packet; and

6. Preliminary approval of the Settlement subject only to the objections of Settlement Class Members and final review by the Court.

B. Seeking Final Approval of the Settlement: Class Counsel will file a motion for final approval of the Settlement, and in conjunction with the motion, Class Counsel will submit a proposed Final Approval Order and Judgment based thereon, in a form that is to be agreed upon by the Parties, providing for the following:

1. Making final the conditional certification of the Class for settlement purposes only;

2. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

3. Approval of Class Counsel's application for an award of Attorneys' Fees and Costs;

4. Approval of the Enhancement Award to Plaintiffs; and

5. Entry of judgment in the Action with continuing jurisdiction of the Court in conformity with California Rules of Court Rule 3.769.

XIII. MISCELLANEOUS

A. **Entire Agreement:** This Settlement Agreement and its associated Exhibits set forth the entire agreement of the Parties with respect to their subject matter and supersede any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise, or

1 statement relating to the subjects covered herein not set forth in writing in this Settlement
2 Agreement have been made.

3 B. **No Additional Contribution by Defendant:** Defendant's monetary obligation
4 under this Agreement is limited to the Gross Settlement Amount and Employer Taxes.

5 C. **Interim Stay of Proceedings:** Pending completion of the settlement process, the
6 Parties agree to a stay of all proceedings in the Action except such as are necessary to implement
7 the Settlement itself.

8 D. **Termination/Nullification of the Settlement:** This Settlement will be null and
9 void if any of the following occur: (a) the Court should for any reason fail to certify a class for
10 settlement purposes, or fail to authorize and attribute PAGA penalties in accordance with above
11 for settlement purposes; (b) the Court should for any reason fail to finally approve of this
12 Settlement; (c) the Final Approval Order and Judgment is reversed, or declared or rendered void;
13 or (d) the Settlement does not become final for any other reason.

14 1. If ten percent (10%) or more of the Class Members submit a timely and
15 valid Request for Exclusion, then Defendant in its sole discretion may, but is not obligated to,
16 terminate, nullify, and void this Settlement. The Settlement Administrator will provide
17 Defendant's Counsel with the information necessary to effectuate this provision on a regular basis,
18 but no less frequently than on a weekly basis. To terminate this Settlement under this section,
19 Defendant's Counsel must give Class Counsel written notice no later than ten (10) business days
20 after being provided with a final count of opt-outs by the Settlement Administrator. If Defendant
21 exercises this option, The parties will equally split and pay the Settlement Administrator's fees
22 incurred as of that date.

23 2. In the event this Settlement is nullified or terminated as provided above: (i)
24 this Settlement will be considered null and void, (ii) neither this Settlement nor any of the related
25 negotiations or proceedings will have any force or effect and no party will be bound by any of its
26 terms, and (iii) all Parties to this Settlement will stand in the same position, without prejudice, as
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1 if the Settlement had been neither entered into nor filed with the Court.

2 E. **Mutual Cooperation**: The Parties agree to fully cooperate with each other to
3 accomplish the terms of this Settlement including, but not limited to, execution of such
4 documents and taking such other action as reasonably may be necessary to implement the terms
5 of this Settlement. The Parties to this Settlement shall use their reasonable best efforts, including
6 all efforts contemplated by this Settlement and any other effort that may become necessary by
7 order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As
8 soon as practicable after execution of this Settlement, Class Counsel will, with the assistance
9 and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
10 Court's preliminary and final approval of this Settlement.

11 F. **No Prior Assignments**: The Parties and their respective counsel represent,
12 covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered,
13 or purported to assign, transfer, or encumber to any person or entity any portion of any liability,
14 claim, demand, action, cause of action, or rights herein released and discharged except as set
15 forth herein.

16 G. **Binding on Assigns**: This Settlement shall be binding upon the Parties hereto
17 and their respective heirs, trustees, executors, administrators, successors, and assigns.

18 H. **No Admissions With Respect to Liability**: Nothing contained herein, nor the
19 consummation of this Settlement, is to be construed or deemed an admission with respect to
20 liability, culpability, negligence, or wrongdoing on the part of Defendant or Plaintiffs. The
21 Parties have entered into this Settlement solely with the intention to avoid further disputes and
22 litigation with the attendant inconvenience and expenses.

23 I. **State Law**: All terms of this Settlement Agreement and the exhibits hereto shall
24 be governed by and interpreted according to the laws of the State of California.

25 J. **Continuing Jurisdiction**: Pursuant to California Rules of Court rule 3.769(h),
26 the Court shall retain jurisdiction with respect to the interpretation, implementation, and
27 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
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1 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
2 Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this
3 Settlement Agreement and all orders and judgments entered in connection therewith.

4 K. **Notice to Counsel:** Unless otherwise specifically provided herein, all notices,
5 demands, or other communications given hereunder shall be in writing and shall be both emailed
6 and mailed by United States registered or certified mail, return receipt requested, addressed as
7 follows:

8 **Class Counsel:**

9
10 Kyle Todd, Esq.
11 Kyle Todd, P.C.
12 171 North Altadena Drive, Suite 270
Pasadena, CA 91107
kyle@kyletodd.com

Defendant's Counsel:

Ankit H. Bhakta, Esq.
Bhakta Law Firm, A Professional Corporation
3175 Sedona Ct., Bldg E, Suite 12
Ontario, CA 91764
Ankit.Bhakta@bhaktalawfirm.com

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14 L. **Construction:** The Parties hereto agree that the terms and conditions of this
15 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and
16 this Settlement shall not be construed in favor of or against any Party by reason of the extent to
17 which any Party or his, her, or its counsel participated in the drafting of this Settlement.

18 M. **Captions and Interpretations:** Section titles or captions contained herein are
19 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
20 describe the scope of this Settlement or any provision hereof. Each term of this Settlement is
21 contractual and not merely a recital.

22 N. **Modification:** This Settlement may not be changed, altered, or modified, except
23 in writing and signed by the Parties hereto or their counsel of record. After preliminary approval
24 of the Settlement has been granted, this Settlement may not be modified except by a writing
25 signed by the Parties hereto or their counsel of record, and approved by the Court.

26 O. **Integration:** This Settlement contains the entire agreement between the Parties
27 relating to any and all matters addressed in the Settlement Agreement, and all prior or
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1 contemporaneous agreements, understandings, representations, and statements, whether oral or
2 written and whether by a Party or such Party's legal counsel, are merged herein.

3 P. **Signatures and Authority:**

4 1. It is agreed that because the members of the Class are so numerous, it is
5 impossible or impractical to have each member of the Class execute this Settlement Agreement.
6 The Class Notice will advise all Class Members of the binding nature of the release of claims
7 provided for by the Settlement, and that the release shall have the same force and effect as if this
8 Settlement Agreement were executed by each Settlement Class Member.

9 2. This Settlement Agreement may be executed in counterparts and by
10 electronic or facsimile signatures, and when each party has signed and delivered at least one such
11 counterpart, each counterpart will be deemed an original, and, when taken together with other
12 signed counterparts, will constitute one Settlement, which will be binding upon and effective as to
13 all Parties.

14 3. The signatories hereto hereby represent that they are fully authorized to
15 enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

16 Q. **No Mass Communications:** Parties will not publicize or disclose or cause or
17 knowingly permit or authorize the publicizing or disclosure of the negotiations of the Settlement
18 except as required to be disclosed by law or to be disclosed to the Court in order to obtain
19 preliminary and final approval of the Settlement. The Parties and their attorneys will keep the
20 Settlement confidential until the filing of the motion for preliminary approval of the Settlement,
21 except as otherwise required by law. Thereafter, except as provided below, the Parties agree to
22 not make, or cause to make, any comments to the public or the media or engage in any mass
23 communications or other publicity, including, but not limited to, social media, regarding the
24 Settlement, except in court filings, as necessary to effectuate notice of the Settlement to the Class
25 Members, and as required by law. Plaintiffs, including their counsel, agree not to distribute or
26 advertise any materials which relate to the Settlement of this case, including but not limited to
27 any postings on any websites maintained or used by Class Counsel, nor publications or reporting
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1 service regarding settlements and verdicts, and under no circumstances shall Class Counsel
2 identify Defendant's name, business or trade, case name, case number or settlement amount, in
3 such advertising material. Notwithstanding the foregoing, Class Counsel shall not be prohibited
4 from, and will undertake, required submission to the LWDA on the LWDA's website in order
5 to implement the Settlement. Also, nothing in this Settlement Agreement shall restrict Class
6 Counsel from disclosing and including all publicly available information regarding this case and
7 the settlement in any documents filed with any court and/or judicial submissions (e.g., CV's,
8 declarations regarding adequacy or experience, etc.). If the media asks about this case in any
9 way or requests a comment on the Settlement, the Parties agree to respond only with "The matter
10 has been resolved."

11 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed**
12 **this Joint Stipulation of Class Action and PAGA Settlement:**
13 **IT IS SO STIPULATED.**
14

15
16
17 Dated: November __, 2023 By:

18
19 Name: Charles Colton, for COLTON GROUP INC. dba
20 ON TRAC GARAGE DOOR COMPANY
Its: President

21 Dated: November __, 2023

Tina Avila

22 By:

23 11 / 19 / 2023

TINA MAE AVILA-SCOTT, as an individual and on
behalf of all others similarly situated

24 Dated: November __, 2023

Alan P. DeLeon

25 By:

26 ALAN DELEON, as an individual and on behalf of
27 all others similarly situated
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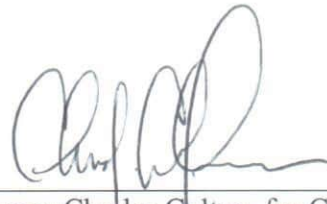
1 service regarding settlements and verdicts, and under no circumstances shall Class Counsel
2 identify Defendant's name, business or trade, case name, case number or settlement amount, in
3 such advertising material. Notwithstanding the foregoing, Class Counsel shall not be prohibited
4 from, and will undertake, required submission to the LWDA on the LWDA's website in order
5 to implement the Settlement. Also, nothing in this Settlement Agreement shall restrict Class
6 Counsel from disclosing and including all publicly available information regarding this case and
7 the settlement in any documents filed with any court and/or judicial submissions (e.g., CV's,
8 declarations regarding adequacy or experience, etc.). If the media asks about this case in any
9 way or requests a comment on the Settlement, the Parties agree to respond only with "The matter
10 has been resolved."

11 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed**
12 **this Joint Stipulation of Class Action and PAGA Settlement:**

13 **IT IS SO STIPULATED.**

14
15
16
17 Dated: November 16, 2023

By:



Name: Charles Colton, for COLTON GROUP INC. dba
ON TRAC GARAGE DOOR COMPANY
Its: President

18
19
20
21 Dated: November __, 2023

By:

TINA MAE AVILA-SCOTT, as an individual and on
behalf of all others similarly situated

22
23
24
25 Dated: November __, 2023

By:

ALAN DELEON, as an individual and on behalf of
all others similarly situated

1 Approved as to form (and confidentiality provisions above) by:

2
3 Dated: November 17, 2023

Bhakta Law Firm, A Professional Corporation

4
5 By



6 ANKIT H. BHAKTA, ESQ.

7 Attorneys for Defendant, COLTON GROUP INC. dba
8 ON TRAC GARAGE DOOR COMPANY

11 / 18 / 2023

9
10 Dated: November __, 2023

Kyle Todd, P.C.

11
12 By



13 KYLE TODD, ESQ.

14 REX PHILLIPS, ESQ.

15 Attorneys for Plaintiffs TINA MAE AVILA-SCOTT,
16 as an individual and on behalf of all others similarly
17 situated; ALAN DELEON, as an individual and on
18 behalf of all others similarly situated
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EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Tina Mae Avila-Scott, et al. v. Colton Group Inc.
Superior Court of California for the County of San Bernardino, Case No. CIVSB2129415

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Tina Mae Avila-Scott and Alan DeLeon (“Plaintiffs”) and Defendant Colton Group Inc. dba On Trac Garage Door Company (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Tina Mae Avila-Scott, et al. v. Colton Group Inc.*, San Bernardino County Superior Court, Case No. CIVSB2129415 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” refers to all current and former non-exempt, hourly employees of Defendant who worked at least one shift in California from October 14, 2017 to the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs first.

“**Class Member**” means a member of the Class.

“**Class Period**” is the time period from October 14, 2017 to the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs first.

“**Class Settlement**” means the settlement and resolution of the Released Class Claims (described in Section III.D below).

“**PAGA Member**” refers to all current and former non-exempt, hourly employees of Defendant who worked at least one shift in California from August 11, 2020 to the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs first.

“**PAGA Period**” means the time period from August 11, 2020 to the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs first.

“**PAGA Settlement**” means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On July 21, 2021, Plaintiffs provided written notice by certified mail to the Labor and Workforce Development Agency and Defendant of the provisions of the California Labor Code that were allegedly violated (“LWDA Notice”). On October 14, 2021, Plaintiffs filed the operative class action and representative Complaint in the Superior Court of California for the County of San Bernardino, Case No. CIVSB2129415 on behalf of all current and former non-exempt, hourly employees of Defendant who worked at least one shift in California during the period from four years preceding the filing of the Complaint to final judgment. Plaintiffs allege that Defendant failed to pay minimum wages; failed to pay overtime; failed to provide meal and rest breaks; owes waiting time penalties; failed to pay all wages by the appropriate pay period; failed to provide accurate itemized statements; engaged in unfair business practices; owes PAGA penalties; and violated Labor Code § 2802. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business

expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and/or that it violated any law. It has agreed to resolve the claims asserted, however, in order to avoid the expense of paying attorneys in litigation and the natural risks and uncertainties presented by litigation.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators ("Phoenix") as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Tina Mae Avila-Scott and Alan DeLeon as representatives of the Class ("Class Representative"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Kyle Todd
Kyle Todd, P.C.
171 North Altadena Drive, Suite 270
Pasadena, CA 91107
Tel: (866) 967-5529

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Thousand Dollars (\$200,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees to Class Counsel, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$70,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000) (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Award to each named Plaintiff in an amount not to exceed Five Thousand Dollars (\$5,000) for his or her services in the Action; (3) the amount of Ten Thousand Dollars (\$10,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Payment"); and (4) Settlement Administration Fees in an amount not to exceed Four Thousand Dollars (\$4,000) to the Settlement Administrator. The PAGA Payment will be distributed 75% to the LWDA (i.e., \$7,500) ("LWDA Payment") and the remaining 25% (i.e., \$2,500) will be distributed to PAGA Members ("Individual PAGA Payment").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Settlement Share") based on the number of weeks worked by Class Members as hourly-paid or non-exempt employees in California during the Class Period ("Workweeks").

The Settlement Administrator has divided each Class Member's individual number of Workweeks worked during the Class Period by the number of Workweeks worked by all Class Members during the Class Period to yield his or her "Individual Class Percentage Allocation"; and then multiplied each Class Member's Individual Class Percentage Allocation by the Net Settlement Amount to yield his or her estimated Settlement Share he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

The estimated average Settlement Share is approximately: \$[estimated average Settlement Share]

The estimated highest Settlement Share is approximately: \$[estimated average Settlement Share]

The estimated lowest Settlement Share is approximately: \$[estimated average Settlement Share]

Each Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and other non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Settlement Share (the net payment is referred to as "Individual Settlement Payment"). The employer's share of all payroll taxes in connection with the wages portion of the Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment ("Individual PAGA Payment") based on Workweeks during the PAGA Period.

The Settlement Administrator has divided each PAGA Member's individual number of Workweeks worked during the PAGA Period by the number of Workweeks worked by all PAGA Members during the PAGA Period to yield his or her "Individual PAGA Percentage Allocation"; and then multiplied each PAGA Member's Individual PAGA Percentage Allocation by the 25% portion of the PAGA Payment to yield his or her estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter ("Workweeks Dispute"), which must: (a) contain your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (b) contain the case name and number of the Action (*Tina Mae Avila-Scott, et al. v. Colton Group Inc.*, Case No. CIVSB2129415); (c) contain a clear statement explaining the basis for your dispute; (d) attach any documentation that you have to support the dispute; and (e) be mailed or delivered to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked or delivered on or before [Response Deadline].

C. Your Estimated Settlement Share and Individual PAGA Payment

As explained above, your estimated Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Settlement Share is estimated to be \$ [REDACTED]. The Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by the Settlement, Plaintiffs and each Class Member who has not submitted a valid and timely Request for Exclusion (i.e. Settlement Class Member) fully release and discharge the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by the Settlement, Plaintiffs, PAGA Members, and the State of California fully release and discharge the Released Parties from the Released PAGA Claims.

“Released Class Claims” refers to all state and wage claims by the Class Members against Defendant, and its present and former parents, subsidiaries, co-employers, and each of their respective present and former owners, boards, directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys, representatives, successors and assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of them, of any and all claims, debts, liabilities, demands, actions, or causes of actions of every nature and description that were either alleged, or that reasonably could have been alleged based on the factual allegations contained in the Action, including, but not limited to, claims pursuant to Labor Code sections, 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 512, 1174(d), 1194, 1194.2, 1197, 2699 et seq, and also unpaid wages, including under any theory of piece-rate law, unpaid minimum wage, meal and rest period violations, waiting time penalties, itemized wage statement penalties, expense reimbursement, safety equipment reimbursement, wages for unpaid time, other civil or statutory penalties, attorneys’ fees, and/or costs and all claims under the Private Attorneys General Act of 2004, under the Unfair Competition Law, and which was alleged in the Action, or that could have reasonably been alleged in the Action based on the factual allegations in the Action, within the Class Period .

“Released PAGA Claims” refers to any and all claims for civil penalties under California Labor Code sections 2698 et seq., as pleaded in the LWDA Notice and the Complaint, or which could have been pleaded based on the factual allegations contained therein, arising during the PAGA Period.

“Released Parties” refers to Defendant and its present and former parents, subsidiaries, co-employers, and each of their respective present and former owners, boards, directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys, representatives, successors and assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$70,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiffs

Plaintiffs will each seek the amount of up to Five Thousand Dollars (\$5,000) (“Enhancement Award”), in recognition of his or her services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to his or her Individual Settlement Payment and Individual PAGA Payment that he or she is entitled to under the Settlement.

G. Settlement Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Four Thousand Dollars (\$4,000) (“Settlement Administration Fees”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (b) contain the case name and number of the Action (*Tina Mae Avila-Scott, et al. v. Colton Group Inc.*, Case No. CIVSB2129415); (c) contain a clear statement indicating that you seek exclusion from the Class Settlement; (d) and be mailed or delivered to the Settlement Administrator at the specified address below, postmarked or delivered on or before [Response Deadline].

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still

be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

Class Members may object to the Class Settlement, as long as he or she has not submitted a Request for Exclusion (i.e., Settlement Class Members), by submitting a written objection, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as a “Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must: (a) contain your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (b) contain the case name and number of the Action (*Tina Mae Avila-Scott, et al. v. Colton Group Inc.*, Case No. CIVSB2129415); (c) contain a clear statement explaining your objection(s) to the Class Settlement; (d) attach any documents on which you are relying for the objection; and (e) be mailed or delivered to the Settlement Administrator at the specified address listed in section IV.B above, postmarked or delivered on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center at 247 W 3rd St, San Bernardino, CA 92415, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiffs, and Settlement Administration Fees to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities. You can find information regarding appearing remotely online at: <https://www.sb-court.org/remote-appearances-and-courtroom-technology>. Please note that there may be deadlines to reserve a telephonic or remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement, which is attached as Exhibit [#] to the Declaration of Kyle Todd in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on [MPA filing date] and other papers which are on file with the San Bernardino County Superior Court, located at the San Bernardino Justice Center at 247 W 3rd St, San Bernardino, CA 92415. Some documents and information regarding the Action may also be accessible online for a fee or at a minimal charge. To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CIVSB2129415).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT “B”

EXCLUSION FORM

Tina Mae Avila-Scott, et al. v. Colton Group Inc.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2129415

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail or delivery, postmarked or delivered on or before [RESPONSE DEADLINE], at the following mailing address:

Tina Mae Avila-Scott, et al. v. Colton Group Inc. Settlement Administrator
c/o _____

Telephone: _____

Exclusion

I hereby certify that I am or was employed by Colton Group Inc. as a non-exempt, hourly employee who worked at least one shift in California during the period from October 14, 2017 to the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs first.

I have received the Notice of Class Action Settlement ("Notice") in the Action captioned above. I request to be excluded from the class action settlement in the matter of Tina Mae Avila-Scott, et al. v. Colton Group Inc. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Member, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last Four Digits of Class Member's Social Security Number or Full Employee ID
Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT “C”

OBJECTION FORM

Tina Mae Avila-Scott, et al. v. Colton Group Inc.
Superior Court of the State of California, San Bernardino County
Case No. CIVSB2129415

If you wish to remain a Class Member, but you want object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, then you may use this form. Only return this form if you wish to object to the Settlement. If you opt-out of the Settlement, you may not also object.

To object to the Settlement, complete this Objection Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline]. You are requested, but not required, to provide supporting documentation for your objection.

Tina Mae Avila-Scott, et al. v. Colton Group Inc. Settlement Administrator
c/o _____

Telephone: _____

Objection

I hereby certify that I am or was employed by Colton Group Inc. as a non-exempt, hourly employee who worked at least one shift in California during the period from October 14, 2017 to the date of preliminary approval of this settlement, or December 31, 2023, whichever occurs first.

I have received the Notice of Class Action Settlement ("Notice") in the Action captioned above. I have decided to object to the proposed Settlement.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

IT IS MY DECISION TO OBJECT TO THE CLASS ACTION SETTLEMENT REFERRED TO ABOVE. THE BASIS FOR MY OBJECTION IS AS FOLLOWS:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Title	Class Action Settlement and Release Agreement - Avila-Scott...
File name	Class Action Sett...Group (final).pdf
Document ID	17e019f1c6df3c490668702a83d809855508f3af
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



11 / 18 / 2023
18:17:53 UTC

Sent for signature to Kyle Todd (kyle@kyletodd.com), Tina Mae Avila-Scott (tina_avila@yahoo.com) and Alan DeLeon (yellowbarn1@aol.com) from kyle@kyletodd.com
IP: 162.125.47.39



11 / 18 / 2023
18:18:29 UTC

Viewed by Kyle Todd (kyle@kyletodd.com)
IP: 162.207.94.228



11 / 18 / 2023
18:18:45 UTC

Signed by Kyle Todd (kyle@kyletodd.com)
IP: 162.207.94.228



11 / 18 / 2023
22:31:03 UTC

Viewed by Tina Mae Avila-Scott (tina_avila@yahoo.com)
IP: 12.245.131.78



11 / 18 / 2023
23:25:37 UTC

Signed by Tina Mae Avila-Scott (tina_avila@yahoo.com)
IP: 174.236.98.72

Title	Class Action Settlement and Release Agreement - Avila-Scott...
File name	Class Action Sett...Group (final).pdf
Document ID	17e019f1c6df3c490668702a83d809855508f3af
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



11 / 20 / 2023
04:35:51 UTC

Viewed by Alan DeLeon (yellowbarn1@aol.com)
IP: 172.251.255.42



11 / 20 / 2023
04:38:59 UTC

Signed by Alan DeLeon (yellowbarn1@aol.com)
IP: 172.251.255.42



11 / 20 / 2023
04:38:59 UTC

The document has been completed.