

1 **J. GILL LAW GROUP, P.C.**

2 Jasmin K. Gill, Esq. (SBN 315090)
3 515 South Flower Street, Suite 1800
4 Los Angeles, California 90071
5 Tel: (213) 459-6023; Fax: (310) 728-2137

6 Attorneys for Plaintiffs, JORGE NUNEZ, ERIK GOLDBAUM, DANIEL MEJIA,
7 VINCENT PIMENTEL and CHRISTIAN SILVA, as individuals and on behalf of all
8 others similarly situated and aggrieved

9 **FULLER LAW GROUP, P.C.**

10 David B. Monks (SBN 164232)
11 9565 Waples Street, Suite 200
12 San Diego, California 92121
13 Tel: (858) 450-4050; Fax: (858) 450-4051

14 **METSCH & MASON, LLP**

15 Paul S. Metsch (SBN 121912)
16 5060 N. Harbor Drive, Suite 275
17 San Diego, CA 92106
18 Tel: (619) 230-0897; Fax: (888) 672-4954

19 Attorneys for Defendants, Hale & Sons Plumbing, Inc., Jauna Corporation, and Jon
20 Leslie Hale

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

23 JORGE NUNEZ, ERIC GOLDBAUM,
24 DANIEL MEJIA, VINCENT PIMENTEL
25 and CHRISTIAN SILVA, as individuals and
26 on behalf of all others similarly situated and
27 aggrieved,

28 Plaintiff,

v.

HALE & SONS PLUMBING, INC., a
California corporation; JON LESLIE HALE,
an individual; JAUNA CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,
Defendants.

CASE NO.: 37-2021-00036208-CU-OE-
CTL

*[Assigned for all purposes to the Hon. Joel
R. Wohlfeil in Dept. C-73]*

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: August 24, 2021
Trial Date: February 2, 2024

This Joint Stipulation re: Class Action and Representative Action Settlement
("Settlement" or "Agreement" or "Settlement Agreement") is made by, between and among
Plaintiffs Jorge Nunez ("Nunez"), Erik Goldbaum ("Goldbaum"), Daniel Mejia ("Mejia"),

Vincent Pimentel (“Pimentel”), and Christian Silva (“Silva”), individually and on behalf of the Settlement Class, as defined below, on the one hand; and Defendants Hale & Sons Plumbing, Inc. (“HSP”), Jauna Corporation (“JC”), and Jon Leslie Hale (“Hale”), on the other hand; in the lawsuit entitled *Jorge Nunez v. Hale & Sons Plumbing, Inc. et al.*, filed in San Diego County Superior Court Case Number 37-2021-00036208-CU-OE-CTL. Plaintiffs and Defendants shall be, at times, collectively referred to as the “Parties” and individually as a “Party.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Action” means *Jorge Nunez, et al. v. Hale & Sons Plumbing, Inc., et al.*, filed in the San Diego County Superior Court, Case No. 37-2021-00036208-CU-OE-CTL.

B. “Aggrieved Employees” means Class Members working for HSP or JC as non-exempt, hourly-paid employees in California during the PAGA Period.

C. “Class Counsel” means: Jasmin K. Gill of J. Gill Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’ Counsel.”

D. “Class Period” means the period from August 24, 2017 through August 22, 2022.

E. “Court” means the Superior Court of the State of California for the County of San Diego.

F. “Class Notice” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Section 9.A of this Agreement.

G. “Defendants” shall refer to defendants Hale & Sons Plumbing, Inc., Jauna Corporation, and Jon Leslie Hale.

H. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

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1 **I. “Employer Taxes Payment”** -- In addition to the Gross Settlement Amount,
2 Defendants shall also pay a maximum Five Thousand Dollars and Zero Cents (\$5,000.00)
3 contribution towards Employer Taxes regardless of the amount of taxes owed, so long as the
4 Employer Taxes owed by Defendants in connection with the Gross Settlement Amount does not
5 exceed Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00). If the total Employer
6 Taxes does not exceed \$9,500.00, the remaining Employer Taxes will be paid from the Gross
7 Settlement Amount. If the total Employer Taxes exceeds (\$9,500.00), then Defendants shall be
8 responsible for the Five Thousand Dollars and Zero Cents (\$5,000.00) contribution referenced
9 herein and shall also be responsible for paying the Employer Taxes that exceed Nine Thousand
10 Five Hundred Dollars and Zero Cents (\$9,500.00), which payment shall be separate and apart
11 from the Gross Settlement Amount (i.e., no more than Four Thousand Five Hundred Dollars and
12 Zero Cents (\$4,500.00) can be taken from the Gross Settlement Amount to be allocated to
13 Employer Taxes).

14 **J. “Final Approval Date”** means the later of: (1) the date the Court signs an order
15 granting final approval of this Settlement and entering judgment (“Final Approval”); (2) if there
16 is an objector, 60 days from the date of the Final Approval; or (3) to the extent any appeals have
17 been filed, the date on which they have been resolved or exhausted.

18 **K. “Final Approval Hearing”** means the hearing when the Court will determine
19 whether to grant final approval of the Settlement.

20 **L. “General Release”** means the general release of claims by Plaintiffs, which is in
21 addition to their limited release of claims as Participating Class Members and Aggrieved
22 Employees.

23 **M. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Five
24 Hundred Thousand Dollars and Zero Cents (\$500,000.00),¹ which shall be paid by Defendants,
25 and from which all of the following payments shall be paid: Individual Settlement Payments to
26 Participating Class Members; Individual PAGA Payments to Aggrieved Employees; and the
27 Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses
28

¹ This amount may be increased in accordance with Paragraph 17.

1 to Class Counsel, Settlement Administration Costs, Service Awards to Plaintiffs, and the LWDA
2 Payment for resolution of Plaintiffs' cause of action for civil penalties under the Labor Code
3 Private Attorneys General Act (Labor Code Section 2698, *et seq.*) ("PAGA"), interest, and
4 certain taxes.

5 **N. "Individual PAGA Payment"** means a payment to an Aggrieved Employee of
6 his or her share of the PAGA Payment.

7 **O. "Individual Settlement Payment"** means a payment to a Participating Class
8 Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to
9 which he or she may be entitled if he or she is also an Aggrieved Employee.

10 **P. "Individual Settlement Share"** means the gross amount of the Net Settlement
11 Amount that a Participating Class Member is projected to receive based on the number of
12 Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or
13 she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to
14 which he or she may be entitled if he or she is also an Aggrieved Employee.

15 **Q. "LWDA Payment"** means the payment to the Labor Workforce and
16 Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount
17 allocated toward penalties under the PAGA, which is to be paid from the Gross Settlement
18 Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00)
19 shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and Zero Cents
20 (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars
21 and Zero Cents (\$5,000.00) will remain a part of the Net Settlement Amount for payment to
22 Aggrieved Employees on a *pro rata* basis, based upon their respective Workweeks worked during
23 the PAGA Period.

24 **R. "Net Settlement Amount"** means the portion of the Gross Settlement Amount
25 that is available for distribution to Participating Class Members after deductions for the Court-
26 approved allocations for Settlement Administration Costs, Service Awards to Plaintiffs, an award
27 of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, and the
28 LWDA Payment. It excludes the PAGA Payment.

1 **S. “Operative Complaint or “Complaint”** means the Second Amended Complaint
2 that was filed in the Action.

3 **T. “PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees
4 on a *pro rata* pay period basis in addition to their Individual Settlement Share if they do not opt
5 out of the Settlement.

6 **U. “PAGA Period”** means the period from July 16, 2020 through August 22, 2022.

7 **V. “Participating Class Members”** means all Settlement Class Members who do
8 not submit a timely and valid Request for Exclusion.

9 **W. “Participating Individual Settlement Share”** means the gross amount of the Net
10 Settlement Amount that a Participating Class Member is eligible to receive based on the number
11 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
12 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
13 may be entitled if he or she is also an Aggrieved Employee.

14 **X. “Parties”** shall refer to Plaintiffs and Defendants collectively.

15 **Y. “Plaintiff(s)”** shall refer to Plaintiff Jorge Nunez, Plaintiff Erik Goldbaum,
16 Plaintiff Daniel Mejia, Plaintiff Vincent Pimentel, and Plaintiff Christian Silva.

17 **Z. “Preliminary Approval Date”** means the date on which the Court enters an order
18 granting preliminary approval of the Settlement.

19 **AA. “Released Claims”** means the “Class Released Claims” and the “PAGA Released
20 Claims” as described in Section 7.

21 **BB. “Released Parties”** shall mean Defendants and, as applicable, each of
22 Defendants’ past, present, and future respective affiliates, parents, subsidiaries, predecessors,
23 successors, joint ventures, assigns, partners, shareholders, members, directors, officers,
24 employees, principals, agents, representatives, insurers, co-insurers, re-insurers, attorneys, and
25 personal or legal representatives.

26 **CC. “Response Deadline”** means the deadline for Settlement Class Members to mail
27 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
28 which deadline is forty-five (45) calendar days from the date that the Class Notice is first mailed

1 in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-
2 mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the
3 re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later,
4 in which to postmark a Request for Exclusion, Objection, or Workweek Dispute. The date of the
5 postmark shall be the exclusive means for determining whether a Request for Exclusion,
6 Objection, or Workweek Dispute was submitted by the Response Deadline. The Settlement
7 Administrator shall inform the Class Member of the extended deadline with the re-mailed Class
8 Notice.

9 **DD. "Request for Exclusion"** means a written request to be excluded from the
10 Settlement Class pursuant to Section 9.C below.

11 **EE. "Service Awards"** means the monetary amounts that Plaintiffs will request to be
12 paid to Plaintiff Jorge Nunez of Seven Thousand, Five Hundred Dollars and Zero Cents
13 (\$7,500.00), Plaintiff Erik Goldbaum of Six Thousand, Five Hundred Dollars and Zero Cents
14 (\$6,500.00), Plaintiff Daniel Mejia of Six Thousand, Five Hundred Dollars and Zero Cents
15 (\$6,500.00), Plaintiff Vincent Pimentel of Six Thousand, Five Hundred Dollars and Zero Cents
16 (\$6,500.00), and Plaintiff Christian Silva of Six Thousand, Five Hundred Dollars and Zero Cents
17 (\$6,500.00), and that, subject to Court approval, will be paid out of the Gross Settlement Amount.

18 **FF. "Settlement Administration Costs"** means all costs incurred by the Settlement
19 Administrator in administration of the Settlement, including, but not limited to, translating the
20 Class Notice to Spanish; the distribution of the Class Notice to the Settlement Class in English
21 and Spanish; calculating Individual Settlement Shares and Individual Settlement Payments and
22 associated taxes and withholdings; providing declarations; generating Individual Settlement
23 Payment checks and related tax reporting forms; doing administrative work related to unclaimed
24 checks; transmitting payment to Class Counsel for the Court-approved amounts for attorneys'
25 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Awards,
26 and to the LWDA from the LWDA Payment; providing weekly reports of opt-outs, objections,
27 and related information; and any other actions of the Settlement Administrator as set forth in this
28 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs

are estimated not to exceed \$7,250. If the actual amount of the Settlement Administration Costs is less than \$7,250, the difference between \$7,250 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,250, then such an excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

GG. “Settlement Administrator” means the Third-Party Administrator, Phoenix Settlement Administrators (“Phoenix”), which was chosen to be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments from the Gross Settlement Amount, and related matters under this Agreement.

HH. “Settlement Class”, “Settlement Class Members” and “Class Members” each mean all current and former non-exempt, hourly-paid employees who worked in California for HSP or JC at any time during the Class Period.

II. “Workweek” means the number of weeks that a Settlement Class Member was employed by HSP or JC in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. BACKGROUND

A. On or around July 16, 2021, Plaintiff Nunez filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff Nunez intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees. Plaintiff Goldbaum filed a PAGA Notice with the LWDA stating an intention to seek civil penalties against Defendants on February 24, 2022, as well. Each PAGA Notice includes violations of law pled in the Class Action, in addition to a request for penalties for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558.1, 1194, 1194.2, 1197, 1775, 1776, 1777.1, and 2802, among others.

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1 **B.** On August 24, 2021, Plaintiff Nunez filed a putative wage-and-hour class action
2 Complaint in the Action. Plaintiff alleged that during the Class Period, with respect to Plaintiff
3 Nunez and the Settlement Class Members, Defendants, *inter alia*, failed to pay overtime and
4 minimum wages; failed to provide compliant meal and rest periods or compensation in lieu
5 thereof; owed waiting time penalties; committed wage statement violations; violated Labor Code
6 section 2802; and engaged in unfair competition based on the alleged Labor Code violations. On
7 September 24, 2021, Plaintiff Nunez amended the complaint to include his representative
8 allegations and claims for civil penalties under PAGA. On August 2, 2022, Plaintiff Nunez filed
9 the Second Amended Complaint adding named Plaintiffs Goldbaum, Mejia, Pimentel, and Silva
10 to the Action.

11 **C.** After the filing of the Action and some formal discovery, the Parties agreed to
12 exchange informal discovery and attend a mediation on August 22, 2022. Prior to mediation,
13 Class Counsel was provided with, among other things: (1) a sampling of time and payroll records
14 for the estimated 132 Class Members; (2) the approximate number of workweeks worked during
15 the Class Period; (3) the approximate number of Class Members that worked for HSP and JC
16 from August 24, 2017 through August 22, 2022; (4) the approximate number of Class Members
17 that worked for those companies from July 16, 2020 through mediation; (5) the approximate
18 number of Class Members and Aggrieved Employees who worked during the PAGA Period; (6)
19 information indicating whether any employee signed a purported meal period waiver, on-duty
20 meal period agreement, and/or release; and (7) hire dates, separation dates (as applicable), and
21 final rates of pay for the estimated 132 Class Members working for HSP and JC during the Class
22 Period along with a list of employee positions by job title.

23 **D.** On August 22, 2022, the Parties participated in a mediation with Nikki Tolt, Esq.,
24 a well-regarded mediator experienced in mediating complex civil disputes (“Mediator”). The
25 Parties did not reach an agreement that day, but with the aid of the mediator’s evaluation and
26 further settlement discussions in the months that followed, the Parties reached the Settlement to
27 resolve the Action.

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1 **E.** Class Counsel has conducted significant investigation of the law and facts relating
2 to the claims asserted in the Action and the PAGA Notices, and has concluded that the Settlement
3 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
4 taking into account the sharply contested issues involved, the expense and time necessary to
5 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
6 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
7 learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits
8 to be received by the Settlement Class Members.

9 **F.** Defendants have concluded that, because of the substantial expense of defending
10 against the Action, the length of time necessary to resolve the issues presented herein, and the
11 inconvenience involved, and the concomitant disruption to the business operations of HSP and
12 JC, it is in its best interest to accept the terms of this Agreement. Defendants deny each of the
13 allegations and claims asserted against them in the Action. However, Defendants nevertheless
14 desire to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of
15 continuing litigation and for the purpose of putting to rest the controversies engendered by the
16 Action.

17 **G.** This Agreement is intended to and does effectuate the full, final, and complete
18 resolution of all Class Released Claims (as defined below) of Plaintiffs and Participating Class
19 Members, and all PAGA Released Claims (as defined below) of Plaintiffs and, to the extent
20 permitted by law, of the State of California and Aggrieved Employees.

21 **3. JURISDICTION**

22 The Court has jurisdiction over the Parties and the subject matter of the Action. The
23 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
24 applicable statutes. After the Court has granted final approval of the Settlement and entered
25 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
26 pursuant to California Rule of Court, rule 3.769, subdivision (h).

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1 **4. STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of the Settlement Class under this Agreement for
3 purposes of settlement only.

4 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

5 After full execution of this Agreement, Plaintiffs will file a motion for an order granting
6 preliminary approval of the Settlement, approving and directing the mailing of the proposed
7 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
8 certifying the Settlement Class for settlement purposes only, and approving the deadlines
9 proposed by the Parties for the submission of Requests for Exclusion, Objections, and Workweek
10 Disputes. If and when the Court preliminarily approves the Settlement, and after administration
11 of the Class Notice in a manner consistent with the Court’s preliminary approval order, Plaintiffs
12 will move for an order finally approving the Settlement and seek entry of a judgment in line with
13 this Settlement. If the Court does not grant preliminary approval or conditions preliminary
14 approval on any material change to this Agreement, Class Counsel and Defense Counsel will
15 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
16 in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

17 **6. STATEMENT OF NO ADMISSION**

18 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs,
19 the Settlement Class, and the Aggrieved Employees with respect to any claims or allegations
20 asserted in the Action. This Agreement shall not be deemed an admission by Defendants of any
21 claims or allegations asserted in the Action. Except as set forth elsewhere herein, in the event
22 that this Agreement is not approved by the Court, or any appellate court, is terminated, or
23 otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited, or
24 affected in any way any claims, rights or remedies, or defenses in the Action, and Defendants
25 will not be deemed to have waived, limited, or affected in any way any of its objections or
26 defenses in the Action. The Parties shall be restored to the positions they had in the Action just
27 before entering into this Agreement.

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1 **7. RELEASE OF CLAIMS**

2 **A. Release by All Participating Class Members**

3 Effective only upon the entry of an order granting final approval of the Settlement, entry
4 of judgment, and payment by Defendants to the Settlement Administrator of the full Gross
5 Settlement Amount and Employer Taxes necessary to effectuate the Settlement, Plaintiffs and all
6 Participating Class Members release the Released Parties of all claims asserted in the Operative
7 Complaint, or any and all claims that may be asserted against the Released Parties based on the
8 factual allegations in the Operative Complaint, as follows: For Participating Class Members, the
9 release includes, for the duration of the Class Period: (a) all claims for failure to pay minimum
10 wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to provide
11 compliant meal and rest periods or compensation in lieu thereof; (d) all claims for failure to
12 timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage
13 statements; (f) all claims for failure to reimburse business expenses; and (g) all claims relating to
14 the Eleventh through Fourteenth Causes of Action in the Operative Complaint; and (h) all claims
15 asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor
16 Code violations referenced in the Operative Complaint, which includes, without limitation, Labor
17 Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5,
18 246 *et seq.*, 404, 432, 510, 512, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
19 1197.5, 1198.5, 1775, 1776, 1777.1, 2699, 2802 and 2810.5 (the “Class Released Claims”).

20 **B. Release by All Aggrieved Employees**

21 For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all
22 claims asserted in the PAGA Notices and alleged in the Operative Complaint, including all claims
23 for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5,
24 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been
25 violated in the PAGA Notices and Operative Complaint, which include, without limitation, Labor
26 Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5,
27 246 *et seq.*, 404, 432, 510, 512, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
28 1197.5, 1198.5, 1775, 1776, 1777.1, 2699, 2802 and 2810.5 (the “PAGA Released Claims”).

1 **C. Claims Not Released**

2 The Released Claims expressly exclude all other claims, including claims for vested
3 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and any other claims outside of the Class Released Claims of Participating Class
5 Members, including Plaintiffs, arising during the Class Period and the PAGA Released Claims
6 of Aggrieved Employees including Plaintiffs (and, to the extent permitted by law, the State of
7 California) arising outside of the PAGA Period.

8 **D. General Release**

9 Effective only upon the entry of an order granting final approval of the Settlement, entry
10 of judgment, and payment by Defendants to the Settlement Administrator of the full Gross
11 Settlement Amount and Employer Taxes necessary to effectuate the Settlement, and in addition
12 to the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs
13 release the Released Parties from all claims, demands, rights, liabilities and causes of action of
14 every nature and description whatsoever, known or unknown, asserted or that might have been
15 asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or
16 regulation arising out of, relating to, or in connection with any act or omission of the Released
17 Parties through the date of full execution of this Agreement in connection with their employment
18 and the termination thereof. With respect to the General Release, Plaintiffs stipulate and agree
19 that, through the Final Approval Date, Plaintiffs shall be deemed to have, and by operation of the
20 final judgment and payment to the Settlement Administrator shall have, expressly waived and
21 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
22 1542 of the California Civil Code, which provides:

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

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1 **8. SETTLEMENT ADMINISTRATOR**

2 Plaintiffs and Defendants, through their respective counsel, will retain Phoenix to
3 administer the Settlement, which includes but is not limited to translating the Class Notice to
4 Spanish, distributing and responding to inquiries about the Class Notice, and calculating all
5 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement
6 Administrator, currently estimated to be \$7,250, will be paid from the Gross Settlement Amount.
7 If the actual amount of the Settlement Administration Costs is less than \$7,250, the difference
8 between \$7,250 and the actual Settlement Administration Costs shall be a part of the Net
9 Settlement Amount. If the Settlement Administration Costs exceed \$7,250, then such excess will
10 be paid solely from the Gross Settlement Amount and Defendants will not be responsible for
11 paying any additional funds in order to pay these additional costs.

12 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
13 **PROCESS**

14 **A. Notice to the Settlement Class Members**

15 (1) Within thirty (30) calendar days after the Preliminary Approval Date,
16 Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
17 information with respect to each Settlement Class Member, including his or her: (1) name, last
18 known address(es), and last known telephone number(s) currently in Defendants' possession,
19 custody, or control; (2) Social Security Number in Defendants' possession, custody, or control;
20 and (3) the hire dates, re-hire dates (if applicable), and termination dates (if applicable) for each
21 Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address
22 search using the United States Postal Service National Change of Address ("NCOA") database
23 and update the addresses contained on the Class List with the newly found addresses, if any.
24 Within seven (7) calendar days of receiving the Class List from Defendants, the Settlement
25 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
26 Members via first-class regular U.S. Mail using the most current mailing address information
27 available. The Settlement Administrator shall maintain a list with names and all addresses to
28 which notice was given, and digital copies of all the Settlement Administrator's records

1 evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from
2 the Final Approval Date. Such information shall be available to Class Counsel and Defendants'
3 Counsel upon request.

4 (2) The Class Notice will set forth:

- 5 (a) the Settlement Class Member's estimated Individual Settlement
- 6 Payment and Individual PAGA Payment, and the basis for each;
- 7 (b) the information required by California Rule of Court, rule 3.766,
- 8 subdivision (d);
- 9 (c) the material terms of the Settlement;
- 10 (d) the proposed Settlement Administration Costs;
- 11 (e) the definition of the Settlement Class;
- 12 (f) a statement that the Court has preliminarily approved the
- 13 Settlement;
- 14 (g) how the Settlement Class Member can obtain additional
- 15 information, including contact information for Class Counsel;
- 16 (h) information regarding opt-out and objection procedures;
- 17 (i) the date and location of the Final Approval Hearing;
- 18 (j) the Response Deadline; and
- 19 (k) a statement that the Settlement Class Member must notify the
- 20 Settlement Administrator no later than the Response Deadline if
- 21 the Settlement Class Member disputes the accuracy of the number
- 22 of Weekly Pay Periods as set forth on his or her Class Notice
- 23 ("Workweek Dispute"). If a Settlement Class Member fails to
- 24 timely dispute the number of Workweeks attributed to him or her
- 25 in conformity with the instructions in the Class Notice, then he or
- 26 she shall be deemed to have waived any objection to its accuracy
- 27 and any claim to any additional settlement payment based on
- 28 different data.

1 (3) If a Class Notice from the initial notice mailing is returned as
2 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
3 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
4 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
5 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
6 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
7 Member within three (3) business days. Further, any Class Notices that are returned to the
8 Settlement Administrator with a forwarding address before the Response Deadline shall be
9 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
10 the Settlement Administrator.

11 (4) No later than seven (7) calendar days from the Response Deadline, the
12 Settlement Administrator shall provide the Parties' counsel with a declaration attesting to the
13 completion of the notice process, including the number of attempts to obtain valid mailing
14 addresses for re-sending any returned Class Notices, as well as the identities, number of, and
15 copies of all Requests for Exclusion and objections/comments received by the Settlement
16 Administrator.

17 **B. Objections**

18 Only Participating Class Members may object or comment regarding the Settlement. In
19 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
20 he or she must do so by mailing a written objection to the Settlement Administrator at the address
21 or phone number provided on the Class Notice no later than the Response Deadline (or the
22 extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator
23 shall email a copy of the objection forthwith to Class Counsel and Defendants' counsel. Class
24 Counsel must attach each objection, if any, to the declaration that Class Counsel files with the
25 Court in support of the Motion for Final Approval. The objection should set forth in writing: (1)
26 the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
27 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
28 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with

1 whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement
2 Class Member objects to the Settlement, the Settlement Class Member will remain a member of
3 the Settlement Class and if the Court approves this Agreement, the Settlement Class Member
4 will be bound by the terms of the Settlement in the same way and to the same extent as a
5 Settlement Class Member who does not object. The date of mailing of the Class Notice to the
6 objecting Settlement Class Member shall be conclusively determined according to the records of
7 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
8 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
9 expense. Up to five (5) court days before the Final Approval Hearing, Class Counsel and
10 Defendants' Counsel may respond to any objection lodged with the Court..

11 **C. Requesting Exclusion**

12 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
13 Settlement by mailing a written request to be excluded from the Settlement (“Request for
14 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline (or
15 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
16 Exclusion must include: (1) the Class Member’s name; (2) the Class Member’s Social Security
17 Number; (3) the Class Member’s signature; and (4) the following statement or something to its
18 effect: “Please exclude me from the Settlement Class in the *Jorge Nunez v. Hale & Sons*
19 *Plumbing, Inc., et al.* matter” or any statement standing for the proposition that the Class Member
20 does not wish to participate in the Settlement. The Settlement Administrator shall immediately
21 provide copies of all Requests for Exclusion to Class Counsel and Defendants’ Counsel and shall
22 report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided
23 in advance of the Final Approval Hearing. Any Settlement Class Member who requests
24 exclusion using this procedure will not be entitled to receive any payment from the Settlement
25 and will not be bound by the Settlement Agreement or have any right to object to, appeal, or
26 comment on the Settlement. Any Settlement Class Member who does not opt out of the
27 Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of
28 the Settlement, including those pertaining to the Released Claims, as well as any judgment that

1 may be entered by the Court if final approval of the Settlement is granted. A Settlement Class
2 Member cannot submit both a Request for Exclusion and an Objection. If a Settlement Class
3 Member submits an Objection and a Request for Exclusion, the Request for Exclusion will
4 control and the Objection will be void. Settlement Class Members who are Aggrieved Employees
5 and who submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will
6 still receive their Individual PAGA Payment, and will be bound by the release encompassed in
7 the PAGA Released Claims.

8 **D. Defendants' Right to Reject Settlement**

9 If more than ten percent (10%) of the Class Members timely submit valid Requests for
10 Exclusion, Defendants will have the right, but not the obligation, to void the Settlement and the
11 Parties will have no further obligations under the Settlement, including any obligation by
12 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been
13 owed under this Agreement, except that Defendants will pay the Settlement Administration Costs
14 incurred as of the date that Defendants exercise the right to void the Settlement. Defendants will
15 notify Class Counsel and the Court whether they are exercising this right to void the Settlement
16 not later than five (5) days after the Settlement Administrator notifies the Parties of the number
17 of valid Requests for Exclusion it has received.

18 **E. Disputes Regarding Settlement Class Members' Workweeks Data**

19 Class Members will have an opportunity to dispute the information provided in their Class
20 Notice. To the extent Class Members dispute the number of Workweeks to which they have been
21 credited, Class Members may produce evidence to the Settlement Administrator showing that
22 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
23 records will be presumed determinative. However, if a Class Member produces evidence to the
24 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member
25 and will make the final decision as to the number of Workweeks that should be applied. All such
26 disputes are to be resolved not later than ten (10) calendar days after the Response Deadline.

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1 **F. Extension of Response Deadline for Remailing**

2 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
3 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
4 in which to postmark a Request for Exclusion or Objection or to dispute their attributed
5 workweek count in the Class Period and/or PAGA Period.

6 **G. Cooperation**

7 If the Settlement Administrator, Defendants, or Class Counsel is contacted by or
8 otherwise discover any persons who believe they should have been included in the Class List and
9 should have received a Class Notice, the Parties will expeditiously meet and confer by Zoom (or
10 similar) or by telephone, and in good faith, in an effort to agree on whether to include them as
11 Class Members. If the Parties agree, such person will be a Class Member entitled to the same
12 rights as other Class Members, and the Settlement Administrator will send, via email or overnight
13 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
14 fifteen (15) days after receipt of the Class Notice, or the deadline dates in the Class Notice,
15 whichever are later.

16 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
17 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

18 Individual Settlement Payments will be calculated and distributed to Participating Class
19 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
20 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
21 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
22 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
23 number of Workweeks worked during the PAGA Period. Specific calculations of the
24 Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be
25 made as follows:

26 **A.** The Settlement Administrator will determine the total number of Workweeks
27 worked by each Settlement Class Member during the Class Period ("Class Member's
28 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class

Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Participating Individual Settlement Share = (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount. The result of that formula is the Individual Settlement Payment as defined herein.

D. The net amount of the Participating Individual Settlement Share is to be paid out to the Participating Class Member by way of check.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = ([Aggrieved Employee’s Workweeks ÷ PAGA Workweeks] x \$5,000.00). The result of that formula is the Individual PAGA Payment as defined herein.

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

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1 **11. DISTRIBUTION OF PAYMENTS**

2 **A. Distribution of Individual Settlement Payments**

3 Participating Class Members will receive an Individual Settlement Payment. All
4 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
5 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
6 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
7 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
8 expiration of the 180-day period, checks for such payments shall be canceled and funds
9 associated with such checks shall be considered unpaid, unclaimed, or abandoned cash residue
10 pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue
11 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be
12 transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco,
13 California 94104 (“*cy pres* recipient”) for use in the County of San Diego, State of
14 California. The Parties and their counsel, by signing this Agreement, agree that they have no
15 interest in the governance of the *cy pres* recipient, nor do they have a conflict of interest with
16 the *cy pres* recipient. The Settlement Administrator shall prepare a report regarding the
17 distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be
18 presented to the Court by Class Counsel along with a proposed amended judgment that is
19 consistent with the provisions of Code of Civil Procedure section 384.

20 **B. Funding of Settlement; Employer Taxes**

21 Within thirty (30) calendar days after the Final Approval Date, Defendants shall provide
22 to the Settlement Administrator the amount of Three Hundred Thousand Dollars and Zero Cents
23 (\$300,000.00) (unless the same is escalated pursuant to Paragraph 17 below) for deposit in an
24 interest-bearing qualified settlement account (“QSA”) with an FDIC- insured banking institution,
25 for distribution in accordance with this Agreement and the Court’s orders and subject to the
26 conditions described herein (the “First Payment”). The QSA must satisfy the requirements of 26
27 C.F.R. § 1.468B-1.

28 Within three (3) months after the First Payment, Defendants shall provide to the

1 Settlement Administrator, for deposit into the same QSA, the remaining amount of Two Hundred
2 Five Thousand Dollars and Zero Cents (\$205,000.00) (unless the same is escalated pursuant to
3 Paragraph 17 below), with Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)
4 applied towards the Gross Settlement Value and Five Thousand Dollars (\$5,000.00) applied
5 towards Employer Taxes (“Second Payment”). If the Gross Settlement Value escalates under
6 Paragraph 17, then the Second Payment will include the escalated amount.

7 If the Employer Taxes are more than \$5,000.00, but less than \$9,500.00, then the amount
8 that exceeds \$5,000.00 will be paid from the Gross Settlement Amount.

9 If the Employer Taxes exceed \$9,500.00 in total, then the Second Payment shall also
10 include the portion of the Employer Taxes pursuant to Internal Revenue Code section 1.468B-1
11 that exceeds \$9,500.00. In no event shall more than \$4,500.00 be taken from the Gross
12 Settlement Amount to be allocated to Employer Taxes (i.e., Defendants shall be responsible for
13 paying any Employer Taxes exceeding \$9,500.00 in total in addition to the \$5,000.00
14 contribution applied towards Employer Taxes).

15 If, in the three months leading up to the Second Payment, Defendants reasonably believe
16 in good faith that they need more time to be able to fund the Second Payment, their counsel will
17 contact Plaintiffs’ Counsel and the Mediator to request additional time, which shall not exceed
18 three additional months from the date the Second Payment is due. With the Mediator’s assistance,
19 the Parties will consider and negotiate Defendants’ request in good faith.

20 In the event that Defendants fail to make the payment(s) as required by the terms of this
21 Settlement Agreement, Class Counsel shall provide notice of failure to make payment to
22 Defendants' Counsel via email to *dmonks@fullerlawgroup.co* and provide Defendants seven (7)
23 calendar days to provide the missed payment to the Settlement Administrator in full including
24 any applicable Employer Taxes owed. Acceptance of a late payment by Class Counsel and/or
25 the Settlement Administrator shall not constitute a waiver, nor should it in any way prejudice any
26 party's rights to receive and demand timely payments thereafter.

27 Individual Settlement Payments and Individual PAGA Payments shall be paid
28 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from

the QSA shall be made for (1) the Service Awards to Plaintiffs as specified in this Agreement and approved by the Court; (2) the award for attorneys' fees and costs to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as specified in this Agreement. The amount of \$5,000 shall be allocated to payment to Aggrieved Employees of Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

C. Time for Distribution

No more than seven (7) calendar days after payment of the full Gross Settlement Amount (as the same may be increased to in accordance with Paragraph 17) by Defendants, as well as Employer Taxes, or after the Final Order and Judgment following a Final Fairness and Approval hearing, whichever is later, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; as well as the Court-approved payments for the Service Awards to Plaintiffs; attorneys' fees and litigation costs and expenses to Class Counsel; the Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless increased pursuant to Paragraph 17, shall amount to One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs, in amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), associated with Class Counsel's prosecution of this matter as set forth by declaration testimony. Awards of attorneys'

1 fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys'
2 fees and costs necessary to prosecute, settle, and obtain final approval of the Settlement in the
3 Action. The "future" aspect of the amounts stated herein includes, without limitation, all time
4 and expenses expended by Class Counsel (including any appeals therein), except for any matters
5 that arise from Defendants' failure to materially comply with the terms of this Agreement. There
6 will be no additional charge of any kind to either the Settlement Class Members or request for
7 additional consideration from Defendants for such work unless, in the event of a material breach
8 of this Agreement by Defendants, Plaintiffs are required to move the Court for enforcement of
9 this Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
10 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
11 be a part of the Net Settlement Amount.

12 **13. SERVICE AWARD TO PLAINTIFFS**

13 Plaintiffs shall seek, and Defendants shall not oppose, a Service Award for each Plaintiff
14 for participation in and assistance with the Action, as follows: Plaintiff Nunez -- an amount not
15 to exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00); Plaintiff
16 Goldbaum -- an amount not to exceed Six Thousand, Five Hundred Dollars and Zero Cents
17 (\$6,500.00); Plaintiff Mejia -- an amount not to exceed Six Thousand, Five Hundred Dollars and
18 Zero Cents (\$6,500.00); Plaintiff Pimentel -- an amount not to exceed Six Thousand, Five
19 Hundred Dollars and Zero Cents (\$6,500.00); and Plaintiff Silva -- an amount not to exceed Six
20 Thousand, Five Hundred Dollars and Zero Cents (\$6,500.00). Any Service Awards awarded to
21 Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form
22 1099. If the Court approves Service Awards to Plaintiffs in amounts less than the requested
23 amounts, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

24 **14. TAXATION AND ALLOCATION**

25 A. Each Individual Settlement Share shall be allocated as follows: 20% as wages
26 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an
27 IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be
28 allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the

1 employee's share of taxes and withholdings with respect to the wage-portion of the Individual
2 Settlement Share will be withheld from the Individual Settlement Share in order to yield the
3 Individual Settlement Payment. The amount of federal income tax withholding will be based
4 upon a flat withholding rate for supplemental wage payments in accordance with Treasury
5 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will
6 also be made pursuant to applicable state and/or local withholding codes or regulations.

7 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
8 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
9 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
10 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
11 processes set forth in this Section may be modified in a manner to bring Defendants into
12 compliance with any such changes.

13 **C.** Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
14 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
15 be relied upon as such within the meaning of United States Treasury Department Circular 230
16 (31 C.F.R. Part 10, as amended) or otherwise.

17 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

18 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
19 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
20 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
21 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
22 (\$5,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on
23 a *pro rata* basis based upon their respective Workweeks worked during the PAGA Period (*i.e.*,
24 the Individual PAGA Payments).

25 **16. COURT APPROVAL**

26 This Agreement is contingent upon an order by the Court granting final approval of the
27 Settlement, and upon the absence of any intervention or objection to the Settlement by the
28 LWDA. In the event it becomes impossible to secure approval of the Settlement by the Court

1 and/or the LWDA, the Parties shall be restored to the positions they had just before entering into
2 this Settlement. If this Settlement Agreement is voided or not approved by the Court, or approval
3 is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms
4 except to the extent: (a) the Court reserves any authority to issue any appropriate orders when
5 denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement
6 specifically stated to survive the Settlement Agreement being voided or not approved, and which
7 control in such an event.

8 **17. INCREASE IN WORKWEEKS**

9 Defendants represent that there are no more than 9,338 Workweeks worked during the
10 Class Period. In the event the determined number of Workweeks worked increases by more than
11 5%, or 467 Workweeks worked, (*i.e.*, more than 9,805 Workweeks), then the Gross Settlement
12 Amount shall be increased proportionally by the workweeks worked in the Class Period in excess
13 of 9,338 workweeks multiplied by the Workweek Value. The Workweek Value shall be
14 calculated by dividing the Gross Settlement Amount (\$500,000.00) by 9,338 Workweeks. The
15 Parties agree that the Workweek Value is \$53.54 (\$500,000.00 / 9,338 workweeks). Thus, for
16 example, should there be 10,000 workweeks worked by Class Members in the Class Period, then
17 the Gross Settlement Amount shall be increased by \$35,443.48 [(10,000 workweeks – 9,338
18 workweeks] x \$53.54).

19 **18. NOTICE OF JUDGMENT**

20 In addition to any duties set out herein, the Settlement Administrator shall provide
21 notice of the final judgment entered in the Action by posting the same on its website for no
22 more than one (1) year after the judgment becomes final or for any other amount of time
23 directed by the Court.

24 **19. MISCELLANEOUS PROVISIONS**

25 **A. No Admission of Liability, Class Certification, or Representative**
26 **Manageability for Other Purposes**

27 This Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended or should be construed as an admission by Defendants

1 that any of the allegations in the Operative Complaint have merit or that Defendants have any
2 liability for any claims asserted; not should it be intended or construed as an admission by
3 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
4 certification and representative treatment is for purposes of this Settlement only. If, for any
5 reason the Court does not grant preliminary approval or final approval, or enter judgment,
6 Defendants reserve the right to contest certification of any class for any reasons, and
7 Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the
8 right to move for class certification on any grounds available and to contest Defendants'
9 defenses. The Settlement Agreement, and Parties' willingness to settle the Action will have no
10 bearing on, and will not be admissible in connection with, any litigation (except for proceedings
11 to enforce or effectuate the Settlement Agreement).

12 **B. Confidentiality Prior to Preliminary Approval**

13 Plaintiffs/Class Representatives, Class Counsel, Defendants, and Defense Counsel
14 separately agree that, until the Motion for Preliminary Approval is filed, they and each of them
15 will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose,
16 disseminate, or publicize, any of the terms of the Agreement (directly or indirectly, specifically
17 or generally) to any person, corporation, association, government agency, or other entity
18 except: (1) to the Parties' attorneys or accountants; (2) to the extent necessary to report income
19 to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response
20 to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
21 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
22 seeking such information. Plaintiffs/Class Representatives, Class Counsel, Defendants, and
23 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
24 other communication, before the filing of the Motion for Preliminary Approval, with any with
25 third party regarding this Agreement or the matters giving rise to this Agreement except to
26 respond only that "the matter was resolved," or words to that effect. This Section does not
27 restrict Class Counsel's communications with Class Members in accordance with Class
28 Counsel's ethical obligations owed to Class Members under applicable law.

1 **C. Attorney Authorization**

2 Class Counsel and Defense Counsel separately warrant and represent that they are
3 authorized by Plaintiffs/Class Representatives and Defendants, respectively, to take all
4 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
5 to effectuate its terms, and to execute any other documents reasonably required to effectuate
6 the terms of this Agreement, including any amendments to this Agreement.

7 **D. No Prior Assignments**

8 The Parties separately represent and warrant that they have not directly or indirectly
9 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
10 or entity any portion of any liability, claim, demand, action, cause of action, or right released
11 and discharged by the Party in this Settlement.

12 **E. No Tax Advice**

13 Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any
14 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
15 such.

16 **F. Agreement Binding on Successors**

17 This Agreement will be binding upon, and inure to the benefit of, the successors and
18 heirs, as applicable, of each of the Parties.

19 **G. Cooperation in Drafting**

20 The Parties have cooperated in the drafting and preparation of this Agreement. This
21 Agreement will not be construed against any Party on the basis that the Party was the drafter
22 or participated in the drafting.

23 **H. Confidentiality**

24 To the extent permitted by law, all agreements made, and orders entered during Action
25 and in this Agreement relating to the confidentiality of information shall survive the execution
26 of this Agreement.

27 **I. Headings**

28 The descriptive heading of any section or paragraph of this Agreement is inserted for

1 convenience of reference only and does not constitute a part of this Agreement.

2 **J. Stay of Litigation**

3 The Parties agree that upon the execution of this Agreement the litigation shall be
4 stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon
5 the signing of this Agreement, and in accordance with Code of Civil Procedure section
6 583.330, the date for bringing the Action to trial under Code of Civil Procedure section 583.310
7 is extended by the amount of time needed to complete the settlement process under this
8 Agreement.

9 **K. Interpretation of the Agreement; Applicable Law; Modification**

10 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with
11 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
12 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
13 oral or written representations or terms shall modify, vary or contradict its terms. In entering
14 into this Agreement, the Parties agree that this Agreement is to be construed according to its
15 terms and may not be varied or contradicted by extrinsic evidence. The Agreement and its
16 exhibits will be interpreted and enforced under the laws of the State of California, both in its
17 procedural and substantive aspects, without regard to its conflict-of-laws provisions. Any claim
18 arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely
19 and exclusively in the Superior Court of the State of California for the County of San Diego, and
20 Plaintiffs and Defendants hereby consent to the personal jurisdiction of the Court in connection
21 with the Action. Plaintiffs, on Plaintiffs' own behalf and on behalf of the Settlement Class, and
22 Defendants participated in the negotiation and drafting of this Agreement and had available to
23 them the advice and assistance of independent counsel. As such, neither Plaintiffs nor
24 Defendants may claim that any ambiguity in this Agreement should be construed against the
25 other. The Agreement may be modified only by an express written instrument signed by all
26 Parties or their representatives and approved by the Court.

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1 **L. Further Cooperation**

2 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare
3 and execute all documents, to seek the necessary approvals from the Court, and to do all things
4 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
5 agree that they will not take any action inconsistent with this Agreement, including, without
6 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
7 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
8 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
9 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
10 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
11 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
12 opt-outs and/or objections.

13 **M. Counterparts**

14 This Agreement may be executed in counterparts, and, if so executed, shall have the same
15 force and effect it would have if the Parties executed a single original of this Agreement. Each
16 counterpart signature page shall be considered to be an original, and all counterparts together
17 shall constitute one instrument. Execution and delivery of this Agreement by sending a facsimile
18 copy or emailing the signature page in PDF shall constitute a valid and binding execution and
19 delivery of this Agreement by such party. Such facsimile copies or photocopies shall constitute
20 enforceable original documents. An electronic signature shall have the same force and effect as
21 a signed original of this Agreement. A party may use DocuSign or AdobeSign to expedite the
22 execution of this Agreement, pursuant to California Civil Code section 1633.7.

23 **N. Authority**

24 Any individual signing this Agreement on behalf of an entity party represents and
25 warrants that she/he has full authority to do so.

26 **O. No Third-Party Beneficiaries**

27 Plaintiffs, Participating Class Members, Aggrieved Employees, Class Counsel, and
28 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

P. Deadlines Falling on Weekends or Holidays

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

Q. Severability

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 02 / 21 / 2024, 2023



JORGE NUNEZ
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: 11-14-, 2023



ERIK GOLDBAUM
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: 11-20-, 2023



DANIEL MEJIA
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: 11-20-, 2023



VINCENT PIMENTEL
Plaintiff and Class Representative

1 **IT IS SO AGREED:**

2 Dated: 11-22-
3 _____, 2023



CHRISTIAN SILVA
Plaintiff and Class Representative

6 **IT IS SO AGREED:**

8 Dated: _____, 2023

Defendant Jon Leslie Hale

12 **IT IS SO AGREED:**

14 Dated: _____, 2023

Defendant Hale & Sons Plumbing, Inc.

By: _____

Its: _____

19 **IT IS SO AGREED:**

22 Dated: _____, 2023

Defendant Jauna Corporation

By: _____

Its: _____

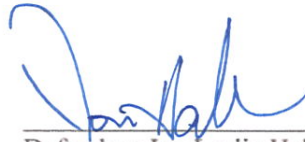
1 **IT IS SO AGREED:**

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3 Dated: _____, 2023

CHRISTIAN SILVA
Plaintiff and Class Representative

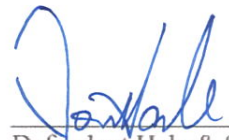
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6 **IT IS SO AGREED:**

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8 Dated: 12/15, 2023


Defendant Jon Leslie Hale

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14 Dated: 12/15, 2023

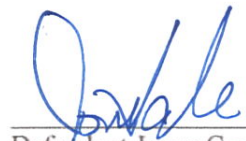

Defendant Hale & Sons Plumbing, Inc.

16 By: Jon Hale

17 Its: President

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20 **IT IS SO AGREED:**

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22 Dated: 12/15, 2023


Defendant Jauna Corporation

24 By: Jon Hale

25 Its: President

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AGREED AS TO FORM ONLY:

Dated: Dec. 20, 2023



JASMIN K. GILL
J. Gill Law Group, P.C.
Counsel for Plaintiffs Jorge Nunez, Erik
Goldbaum, Daniel Mejia, Vincent Pimentel, and
Christian Silva

Dated: Dec. 15, 2023



DAVID B. MONKS
Fuller Law Group P.C.
Counsel for Defendants Hale & Sons Plumbing,
Inc., Jauna Corporation, and Jon Leslie Hale

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Jorge Nunez, et al. v. Hale & Sons Plumbing, Inc., et al.

(Superior Court of California, County of San Diego, Case No. 37-2021-00036208-CU-OE-CTL)

As a current or former non-exempt, hourly-paid California employee for Hale & Sons Plumbing, Inc. or Jauna Corporation dba JonDel Construction, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Hale & Sons Plumbing, Inc. or Jauna Corporation dba JonDel Construction (“Defendants”) show you are a “Class Member,” and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees in the State of California any time from August 24, 2017 through August 22, 2022.

- The Settlement resolves a class action lawsuit, *Jorge Nunez, et al. v. Hale & Sons Plumbing, Inc., et al.* (the “Lawsuit”), which alleges Defendants: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally compliant meal and rest breaks under California law, (4) failed to provide Class Members with legally compliant wage statements, (5) failed to timely pay all wages due upon termination or resignation, (6) failed to reimburse employees for business expenses, and (7) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorneys General Act (“PAGA”) pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- On [REDACTED], the San Diego County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the claims that would otherwise be released by the settlement of the Lawsuit. If you worked any time from July 16, 2020 through August 22, 2022 (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed an “Aggrieved Employee” for purposes of the PAGA claim and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the Settlement. Your concerns will be provided to the parties' attorneys and to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in the Hall of Justice Courthouse of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101.
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The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] .m. on [REDACTED], in the Hall of Justice Courthouse of the San Diego County Superior Court, located at 330 West Broadway, Department 73, San Diego, California 92101. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for one or both of the Defendants as a non-exempt, hourly-paid employee in the State of California any time from August 24, 2017 through August 22, 2022. You were sent this Class Notice because you have a right to know about the proposed settlement of the class action lawsuit described above, and about all of your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Jorge Nunez, Erik Goldbaum, Daniel Mejia, Vincent Pimentel, and Christian Silva were non-exempt, hourly-paid employee for one or both Defendants in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for Defendants' alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, failure to reimburse employees for business expenses, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorneys General Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs, on behalf of themselves and the Class Members, and Defendants have agreed to settle this case for the Gross Settlement Amount of \$500,000.00, unless the Gross Settlement Amount is escalated pursuant to the terms of the settlement agreement between Plaintiffs and Defendants ("Agreement"). The Gross Settlement includes: (1) Administration Costs of up to \$7,250.00; (2) service payments of up to \$7,500.00 to Plaintiff Jorge Nunez, up to \$6,500 each to Plaintiff Erik Goldbaum, Plaintiff Daniel Mejia, Plaintiff Vincent Pimentel, and Plaintiff Christian Silva for

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

their time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) up to 35% in attorneys' fees, which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$175,000.00 in attorneys' fees for Plaintiffs' Counsel (also known as Class Counsel); (4) actual litigation costs up to \$25,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, \$15,000.00 of which will be payable to the California Labor and Workforce Development Agency ("LWDA") and \$5,000.00 of which will be payable to Aggrieved Employees (Class Members who worked during the PAGA Period of July 16, 2020 to August 22, 2022). After deducting these sums, unless a portion of the employer-side payroll taxes owed on the settlement must be deducted from the Gross Settlement Amount pursuant to the Agreement in an amount up to \$5,000.00, a total of approximately \$239,250.00 will be available for distribution to Class Members ("Net Settlement Amount"), and an additional \$5,000.00 to Aggrieved Employees. In addition to the Gross Settlement, Defendants will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement up to \$5,000.00, as well as any employer-side payroll taxes in excess of \$9,500.00. If the employer-side payroll taxes are more than \$5,000.00 but less than \$9,500.00, then the amount that exceeds \$5,000.00 will be paid from the Gross Settlement Amount. Per the terms of the Settlement, Defendants shall pay the full sum of the Gross Settlement Amount within 120 days of the final approval date.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of verified actual weeks worked by Class Members for Defendants during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. That is a Class Member's Class Settlement Payment. In addition, Aggrieved Employees (Class Members who worked during the PAGA Period) will receive a pro rata share of the \$5,000 allocated as PAGA penalties, whether or not they opt out of the Class Settlement Payment, based on the number of workweeks worked by the Aggrieved Employee during the PAGA Period. That is the Aggrieved Employee's PAGA Payment.

Defendants' records indicate that you worked [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee for PAGA civil penalties would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099. 20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement payments.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out of the class Settlement, you are automatically entitled to your Class Settlement Payment because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the Settlement,

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

you will be bound by the Settlement and will receive the Class Settlement Payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and, in accordance with applicable law and the Agreement, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 for use in San Diego County, California.

Upon completion of the Settlement (the Court's final approval of the Settlement; entry of judgment; and Defendants' payment to the Settlement Administrator of the Gross Settlement Amount and Employer Taxes pursuant to the Agreement), Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined below) of all Released Claims (as defined below) he or she may have or had against the Released Parties.

"Released Claims" means all claims asserted in the Second Amended Complaint in the Lawsuit (hereinafter, the "Second Amended Complaint"), or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Second Amended Complaint, as follows: For Participating Class Members, the release includes, for the duration of the Class Period: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to provide compliant meal and rest periods or compensation in lieu thereof; (d) all claims for failure to timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f) all claims for failure to reimburse business expenses; (g) all claims relating to the Eleventh through Fourteenth Causes of Action in the Second Amended Complaint; and (h) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Second Amended Complaint; which includes, without limitation, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5, 246 *et seq.*, 404, 432, 510, 512, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1775, 1776, 1777.1, 2699, 2802 and 2810.5 (the "Class Released Claims").

For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims asserted in Plaintiffs' PAGA notices (letters sent to the LWDA about the alleged violations, before the Lawsuit was filed) and alleged in the Second Amended Complaint, including all claims for civil penalties under PAGA arising out of Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated, including, without limitation, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802 and 2810.5 (the "PAGA Released Claims").

"Released Parties" means Defendants and, as applicable, each of Defendants' past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, joint ventures, assigns, partners, shareholders, members, directors, officers, employees, principals, agents, representatives, insurers, co-insurers, re-insurers, attorneys, and personal or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

your name, your Social Security Number, your signature, and the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Jorge Nunez v. Hale & Sons Plumbing, Inc., et al.* matter" or any statement standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the Settlement Administrator at the address below.

The proposed Settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. For that reason, if the Court approves the Settlement, then even if you request exclusion from the class Settlement, you will still receive a PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the claims described in the Class Released Claims.

[Settlement Administrator]
[Mailing Address]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator no later than **[RESPONSE DEADLINE]**. If you exclude yourself from the Settlement, then you will get no Class Settlement Payment, and you will retain your legal rights to pursue claims that would otherwise be released by the Settlement of the Lawsuit (other than claims for PAGA penalties).

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, your address, the last four digits of your social security number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and your reasons for why you think the Court should not approve the Settlement, along with any legal authority, if any, you assert supports your objection. Your objection must be mailed to the Administrator no later than **[RESPONSE DEADLINE]** at the address above. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Settlement Payment.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [REDACTED] at [REDACTED].m. in the Hall of Justice Courthouse of the San Diego County Superior Court, located at 330 West Broadway, Department 73, San Diego, California 92101, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit **www.[REDACTED].com**, call the Settlement Administrator at **[PHONE NUMBER]**, or contact Class Counsel, who may be reached as follows:

J. GILL LAW GROUP, P.C.

Jasmin K. Gill

jasmin@jkgilllaw.com

515 South Flower Street, Suite 1800

Los Angeles, California 90071

Telephone: (213) 459-6023 (habla Español)

Facsimile: (310) 728-2137

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

You may also refer to the pleadings, the Joint Stipulation Re: Class Action and Representative Action Settlement (which is the Parties' settlement agreement), and other papers filed in this case, which may be inspected at the Office of the Clerk of the San Diego County Superior Court, located at [ADDRESS], during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

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

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]