

JUSTICE LAW CORPORATION
Douglas Han (SBN 232858)
dhan@justicelawcorp.com
Shunt Tatavos-Gharajeh (SBN 272164)
statavos@justicelawcorp.com
Jason Rothman (SBN 304961)
jrothman@justicelawcorp.com
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiffs Damian Crockett and Neakco Cox,
on behalf of themselves and all others similarly situated

CHRISTOPHER W. DECKER, CA Bar No. 229426
christopher.decker@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Attorneys for Defendant
CUSTOM BILT HOLDINGS, LLC d/b/a CUSTOM BILT METALS

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

DAMIAN CROCKETT, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CUSTOM BILT HOLDINGS, LLC d/b/a
CUSTOM BILT METALS, a Delaware limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 34-2020-00285868-CU-OE-GDS

CLASS ACTION

Assigned for All Purposes To:
Hon. Richard K. Sueyoshi
Dept.: 40

**JOINT SETTLEMENT AGREEMENT OF
CLASS ACTION SETTLEMENT**

Complaint Filed: September 25, 2020
Trial Date: None Set

1 This Joint Settlement Agreement of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiffs Damian Crockett, an individual,
3 and Neakco Cox, an individual, (“Plaintiffs” or “Class Representatives”) on behalf of themselves,
4 the Class Members, and the California Labor Workforce Development Agency, and Defendant
5 Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, a Delaware limited liability company.
6 (“Defendant”) (collectively with Plaintiffs, the “Parties”).

7 DEFINITIONS

8 The following definitions are applicable to this Settlement Agreement.

9 Definitions contained elsewhere in this Settlement Agreement will also be effective:

10 1. “Action” means *Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom*
11 *Bilt Metals, et al.*, Sacramento County Superior Court Case No. 34-2020-00285868-CU-OE-
12 GDS.

13 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
14 Court for Class Counsel’s litigation and resolution of this Action.

15 3. “Class Counsel” means Justice Law Corporation, Inc.

16 4. “Class List” means a complete list of all Class Members who were paid through
17 Defendant’s payroll system that Defendant will diligently and in good faith compile from its
18 records and provide to the Settlement Administrator within fourteen (14) calendar days after
19 Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office
20 Excel and will include the following information from Defendant’s records: each Class
21 Member’s full name; last-known mailing address; Social Security number; and dates of
22 employment as a non-exempt employee in California during the Class Period.

23 5. “Class Member(s)” or “Settlement Class” means all current and former
24 California-based (*i.e.*, currently “residing” in California with the intent to remain in
25 California indefinitely) hourly-paid or non-exempt employees (whether hired directly or
26 through a staffing agency) of Defendant within the State of California at any time during the
27 period from April 6, 2016 to November 10, 2021. The Parties agree that a Class Member is
28 presumed to reside in California if he or she worked for Defendant in California during the

1 Class Period. "Class Members" shall not include any person who submits a timely and valid
2 request for exclusion

3 6. "PAGA Member(s)" or "Settlement PAGA Members" means all current and
4 former California-based (*i.e.*, currently "residing" in California with the intent to remain in
5 California indefinitely) hourly-paid or non-exempt employees (whether hired directly or
6 through a staffing agency) of Defendant during the PAGA Period. The Parties agree that a
7 PAGA Member is presumed to reside in California if he or she worked for Defendant in
8 California during the PAGA Period.

9 7. "Class Period" means from April 6, 2016 to November 10, 2021.

10 8. "PAGA Period" means the period from April 6, 2019 to November 10, 2021.

11 9. "Class Representatives Enhancement Payments" means the amount approved
12 by the Court to be paid to Plaintiffs in recognition of their contributions to the Action on behalf
13 of Class Members PAGA Members, and the LWDA, and in consideration of their general
14 release of claims against the Released Parties.

15 10. "Court" means the Superior Court of California, County of Sacramento.

16 11. "Defendant" means Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, a
17 Delaware limited liability company.

18 12. "Effective Date" means: (a) the date of entry of the Court's order granting final
19 approval of the Settlement Agreement and Judgment, if no objections have been filed or if an
20 objection was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is
21 filed, then the date when the time expires to file an appeal of the Court's grant of Final
22 Approval of the Settlement Agreement; or (c) if an objection is filed, as well as if a timely
23 Notice of Appeal of the Court's grant of Final Approval of the Settlement Agreement is filed,
24 then the date the appeal is finally resolved, with the final approval unaffected.

25 13. "Individual Settlement Payment" means each Class Member's share of the Net
26 Settlement Amount.

27 14. "PAGA Individual Settlement Payments" means each PAGA Member's share
28 of the PAGA Payment.

1 15. “Maximum Settlement Amount” is the amount of Two Hundred and Fifty
2 Thousand Dollars and Zero Cents (\$250,000.00), which is the maximum amount to be paid by
3 Defendant pursuant to this Settlement Agreement. Defendant estimates that there are
4 approximately Three Hundred and Three (303) Class Members who worked a collective 8,911
5 workweeks between September 6, 2016 and May 4, 2021, assuming that each Class Member
6 worked two weeks during each bi-weekly pay period for which he or she received a paycheck.
7 Should the Class List and other information regarding Class Members for settlement
8 administration reveal that the Class Members worked more than 9,802 workweeks between
9 September 6, 2016 and May 4, 2021, then the Gross Fund Value shall be increased in direct
10 proportion to the difference between (a) the number of workweeks worked by the Class
11 Members between September 6, 2016 and May 4, 2021, and (b) 9,802. The Maximum
12 Settlement Amount includes all Individual Settlement Payments to Class Members, the Class
13 Representative Enhancement Payments, Attorneys’ Fees and Costs to Class Counsel, the
14 Settlement Administration Costs to the Settlement Administrator and the PAGA Payment as
15 specified in this Agreement. Defendant shall pay the employer’s share of payroll taxes due on
16 the portion of Individual Settlement Payments allocated to wages separately and in addition to
17 the Maximum Settlement Amount. The Parties agree that Defendant will have no obligation to
18 pay any amount in connection with this Settlement Agreement apart from the Maximum
19 Settlement Amount and the employer’s share of payroll taxes due on the portion of Individual
20 Settlement Payments allocated to wages, and that none of the Maximum Settlement Amount
21 will revert to Defendant.

22 16. “Net Settlement Amount” means the Maximum Settlement Amount, less the
23 Class Representative Enhancement Payments, Attorneys’ Fees and Costs, and Settlement
24 Administration Costs, and the PAGA Payment as specified in this Agreement.

25 17. “Objection” means any written objection to this Settlement sent by a Class
26 Member or the California Labor Workforce Development Agency to the Settlement
27 Administrator as specified herein and in the Notice of Settlement. An Objection to Settlement
28

1 must be sent to the Settlement Administrator within the time limitations set forth in this
2 Settlement Agreement.

3 18. "Notice of Class Action Settlement" means the notice of settlement, attached as
4 Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.

5 19. "PAGA" means the California Labor Code Private Attorneys General Act of
6 2004.

7 20. "PAGA Payment" means the payment made hereunder to the California Labor
8 and Workforce Development Agency ("LWDA") and the PAGA Members for settlement of
9 claims for civil penalties under PAGA.

10 21. "Parties" means Plaintiffs and Defendant collectively.

11 22. "Plaintiffs" means Damian Crockett, individually, and Neakco Cox,
12 individually.

13 23. "Preliminary Approval" means the Court order granting preliminary approval of
14 the Settlement Agreement.

15 24. "Released Claims" means all claims, demands, rights, liabilities, causes of
16 action and factual or legal theories that are alleged in the operative First Amended Complaint or
17 that could have been alleged in the First Amended Complaint against Defendant based on the
18 facts contained in the First Amended Complaint, including all of the following claims for relief:

19 (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to
20 provide proper meal periods and rest breaks, and to properly provide premium pay in lieu
21 thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d)
22 violation of Labor Code § 221, (e) waiting time penalties; (f) unfair business practices that
23 could have been premised on the claims, causes of action or legal theories of relief described
24 above or any of the claims, causes of action or legal theories of relief pleaded in the First
25 Amended Complaint, (g) failure to reimburse necessary business expenses under Labor Code §
26 2802, (h) ,all claims that could have been premised on the claims, causes of action or legal
27 theories described above or any of the claims, causes of action or legal theories of relief
28 pleaded in the First Amended Complaint; (i) any other claims or penalties under the California

1 Labor Code or other wage and hour laws pleaded in the Action, including, but not limited to,
2 sections 226 et seq., 510 and 512 et seq., 204, and 210; (j) failure to provide rest and recovery
3 periods and to properly provide premium pay in lieu thereof, (k) failure to pay overtime wages
4 at the correct rate of pay, (l) all damages, penalties, interest and other amounts recoverable
5 under said claims, causes of action or legal theories of relief, and (m) civil penalties under
6 PAGA arising from each of the violations of the Labor Code alleged in the operative First
7 Amended Complaint. The period of the Release shall extend to the limits of the Class Period.
8 The *res judicata* effect of the Judgment will be the same as that of the Release.

9 The definition of Released Claims shall not be limited in any way by the possibility that
10 Plaintiff or Class Members may discover new facts, legal theories, or legal arguments not
11 alleged in the operative complaint in the Action but which might serve as an alternative basis
12 for pursuing the same claims, causes of action, or legal theories of relief falling within the
13 definition of Released Claims. Defendant shall be entitled to a release of Released Claims
14 which occurred during the Class Period only during such time that the Settlement Class
15 Member was classified as non-exempt, and expressly excluding all other claims for vested
16 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
17 compensation, claims while classified as exempt, and claims outside of the Class Period.

18 25. “Released Parties” means Defendant, and its past, present and/or future, direct
19 and/or indirect, owners, officers, directors, members, managers, employees, agents, principals,
20 heirs, representatives, accountants, auditors, consultants, attorneys, insurers, partners, investors,
21 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
22 successors, assigns, and joint venturers, if any.

23 26. “Released PAGA Claims” means all claims, demands, rights, liabilities, causes
24 of action and factual or legal theories for civil penalties under PAGA arising from each of the
25 violations of the Labor Code that are alleged in the operative First Amended Complaint, or that
26 could have been alleged in the First Amended Complaint against Defendant based on the facts
27 contained in the First Amended Complaint. The period of the Release shall extend to the limits
28 of the PAGA Period. The *res judicata* effect of the Judgment will be the same as that of the

1 Release. The definition of Released PAGA Claims shall not be limited in any way by the
2 possibility that Plaintiff, PAGA Members or the LWDA may discover new facts, legal theories,
3 or legal arguments not alleged in the operative complaint in the Action but which might serve
4 as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief
5 falling within the definition of Released PAGA Claims. Defendant shall be entitled to a release
6 of Released PAGA Claims which occurred during the PAGA Period only during such time that
7 the PAGA Member was classified as non-exempt, and expressly excluding all other claims for
8 vested benefits, wrongful termination, unemployment insurance, disability, social security,
9 workers' compensation, claims while classified as exempt, and claims outside of the PAGA
10 Period.

11 27. "Request for Exclusion" means a timely written request by a Class Member to
12 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
13 address, telephone number and last four digits of the Social Security Number of the Class
14 Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the
15 Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included
16 in the Settlement; and (v) be postmarked on or before the Response Deadline.

17 28. "Response Deadline" means the deadline by which Class Members must
18 postmark any Requests for Exclusion or Objection to the Settlement. The Response Deadline
19 will be forty-five (45) calendar days from the initial mailing of the Notice of Class Action
20 Settlement by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal
21 holiday, in which case the Response Deadline will be extended to the next day on which the
22 U.S. Postal Service is open.

23 29. "Settlement Administrator" means ILYM Group, or any other third-party class
24 action settlement administrator approved by the Parties and the Court for the purposes of
25 administering this Settlement. The Parties each represent that they have no financial interest in
26 the Settlement Administrator or otherwise have a relationship with the Settlement
27 Administrator that could create a conflict of interest.
28

30. “Settlement Administration Costs” includes all costs payable to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking notice and other documents for this Settlement, tax reporting, distributing all payments to be made pursuant to this Settlement, and providing necessary reports and declarations, as requested by the Parties. After conference and consultation with the Settlement Administrator, \$9,500.00 will be allocated to Settlement Administration as a “not to exceed” cost.

31. “Pay Periods” means the number of calendar pay periods that the Class Member worked for Defendant as a non-exempt employee in California during the Class Period.

32. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth in herein.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendant agrees as follows:

33. Funding of the Maximum Settlement Amount. No later February 9, 2022, Defendant will deposit One Hundred Thousand Dollars (\$100,000.00) into a Qualified Settlement Fund administered by the Settlement Administrator. Thereafter, beginning on March 9, 2022, and continuing monthly, Defendant will continue to deposit Twenty-Five Thousand Dollars (\$25,000.00) until the Maximum Settlement Amount of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) has been established within the Qualified Settlement Fund. These monthly payments shall fully fund the Qualified Settlement Fund by August 9, 2022. The Maximum Settlement Amount will be used to pay: (i) Individual Settlement Amounts; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees, Costs, and any other expenses; (iv) the PAGA Payment and (v) Settlement Administration Costs.

All monies established into the Qualified Settlement Fund will no longer be considered the assets of Defendant. Therefore, if Defendant shall file for any form of bankruptcy or

1 become insolvent, then any monies established into the Qualified Settlement Fund will be paid
2 to Class Members and/or Aggrieved Employees consistent with this agreement. If this
3 Settlement is not approved by the Court, or does not become final for any reason, the total
4 amount deposited into the Qualified Settlement Fund will be refunded to Defendant.

5 34. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees
6 and Costs of not more than Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00) in
7 attorney's fees and not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00) in
8 costs, verified by declaration, and Defendant agrees not to oppose such application. All
9 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiffs and
10 Class Counsel will not have the right to revoke this Settlement and it shall remain binding in
11 the event the Court fails to approve the amount of Attorneys' Fees and Costs sought by Class
12 Counsel. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be
13 added to the Net Settlement Amount.

14 35. Class Representatives Enhancement Payments. Plaintiffs will apply to the Court
15 for a Class Representatives Enhancement Payment of not more than a combined Fifteen
16 Thousand Dollars and Zero Cents (\$15,000.00) (Damian Crockett and Neakco Cox will each be
17 seeking an individual enhancement award in the amount of \$7,500.00) for their effort and work
18 in prosecuting the Action on behalf of Class Members, PAGA Members, and the LWDA and
19 Defendant agrees not to oppose such application. This amount will be considered non-wage
20 damages and will be reported on an IRS Form 1099. The Class Representative Enhancement
21 Payment, which will be paid from the Maximum Settlement Amount, will be in addition to
22 Plaintiffs' right to an Individual Settlement Payment pursuant to the Settlement. Plaintiffs will be
23 solely and legally responsible to pay any and all applicable taxes on the payments made pursuant
24 to this paragraph and will hold Defendant harmless from any claim or liability for taxes,
25 penalties, or interest arising as a result of the payments. Plaintiffs will not have the right to
26 revoke this Settlement, and it shall remain binding, in the event the Court fails to approve the
27 amount sought by Plaintiffs as Class Representatives Enhancement Payments. Any portion of the
28

1 Class Representatives Enhancement Payments not awarded to the Class Representatives will be
2 added to the Net Settlement Amount.

3 36. Settlement Administration Costs. The Settlement Administrator will be paid for
4 the reasonable costs of administration of the Settlement and distribution of payments. These
5 costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the
6 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
7 preparing and distributing Notices of Class Action Settlement, calculating and distributing all
8 payments to be made pursuant to the Settlement, and providing necessary reports and
9 declarations. Class Counsel obtained a “not to exceed” quote from the Settlement Administrator
10 to complete the administration for \$9,500.00. The Settlement Administrator’s “not to exceed”
11 quote will represent the Settlement Administrator’s agreement that, based on the class size and
12 distributions under the terms of this Settlement, the costs for administration of the terms of this
13 Settlement will not exceed the specified amount. All of the Settlement Administration Costs
14 shall be paid from the Maximum Settlement Amount upon completion of all duties required to
15 be performed by the Settlement Administrator under the terms of this Settlement, or as
16 otherwise required by the Court, subject to the “not to exceed” quote from the Settlement
17 Administrator. The Settlement Administrator will establish the Qualified Settlement Fund
18 Account.

19 37. PAGA Payment. Seven Thousand and Five Hundred Dollars and Zero Cents
20 (\$7,500.00) shall be allocated from the Maximum Settlement Fund for settlement of claims for
21 civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%)
22 of such \$7,500.00 PAGA Payment, or \$5,635.00, to the LWDA. Twenty-five (25%) of the
23 \$7,500.00 PAGA Payment, or \$1,875.00, will be included in the Net Settlement Amount and
24 distributed to Settlement PAGA Members as described in this Agreement. Each Settlement
25 PAGA Member’s pro rata share of that \$1,875.00 will be part of his or her Individual
26 Settlement PAGA Payment.

27 38. Individual Class Members Settlement Payment Calculations. The Settlement
28 Administrator will calculate the total number of Workweeks worked by each Class Member as

1 a non-exempt employee in California during the Class Period and the aggregate total number of
2 Workweeks worked by all Class Members as non-exempt employees in California during the
3 Class Period.

4 37(b). To determine each Class Member's estimated "Individual Settlement
5 Payment," the Settlement Administrator will use the following formula: The Net Settlement
6 Amount will be divided by the aggregate total number of Workweeks, resulting in the
7 Workweek Value. Each Class Member's "Individual Settlement Payment" will be calculated by
8 multiplying each individual Class Member's total number of Workweeks by the Workweek
9 Value. If any Class Member received a settlement during the lawsuit, her portion of the
10 Individual Settlement Payment will be reduced by the amount received.

11 37(c). The entire Net Settlement Amount will be disbursed as Individual
12 Settlement Payments to Class Members. If there are any valid and timely Requests for
13 Exclusion from members of the Settlement Class, the Settlement Administrator shall
14 proportionately increase the Individual Settlement Payment for each Class Member according
15 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
16 Class equals 100% of the Net Settlement Amount.

17 39. Individual PAGA Member Settlement Payment Calculations. PAGA
18 Individual Settlement Payments will be calculated and apportioned from the PAGA Payment
19 amount based on the number of Pay Periods a PAGA Member worked during the PAGA Period
20 as a non-exempt employee in California. The Parties agree that a PAGA Member's Pay Periods
21 is equal to that PAGA Member's workweeks divided by two. 38(a). The Settlement
22 Administrator will calculate the total number of Pay Periods worked by each PAGA Member as
23 a non-exempt employee in California during the PAGA Period and the aggregate total number
24 of Pay Periods worked by all PAGA Members as non-exempt employees in California during
25 the PAGA Period ("Pay Period Value").

26 38(b). To determine each PAGA Members estimated "PAGA Individual
27 Settlement Payment," the Settlement Administrator will use the following formula: The PAGA
28 Payment amount's portion allocated to the PAGA Period will be divided by the aggregate total

1 number of Pay Periods within the PAGA Period, resulting in the Pay Period Value. Each PAGA
2 Member's "PAGA Individual Settlement Payment" will be calculated by multiplying each
3 individual PAGA Member's total number of Pay Periods by the Pay Period Value.

4 38(c). The entire PAGA Payment amount will be disbursed as PAGA Individual
5 Settlement Payments to PAGA Members. PAGA Members will not be able to opt out or request
6 exclusion from the settlement. The entire amount of the PAGA Individual Settlement Payments
7 will be treated as penalties and reported on IRS Form 1099. For those Class Members who are
8 also PAGA Members, they will not be able to opt out or request exclusion from their PAGA
9 Individual Settlement Payment.

10 40. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
11 Class Members and and PAGA Individual Settlement Payments made to PAGA Members under
12 this Settlement, as well as any other payments made pursuant to this Settlement, will not be
13 utilized to calculate any additional benefits under any benefit plans to which any Class
14 Members and/or PAGA Member may be eligible, including, but not limited to: (i) profit-sharing
15 plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick
16 leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention
17 that this Settlement Agreement will not affect any rights, contributions, or amounts to which
18 any Class Members and/or PAGA Members may be entitled under any benefit plans.

19 41. Settlement Administration Process. The Parties agree to cooperate in the
20 administration of the settlement and to make all reasonable efforts to control and minimize the
21 costs and expenses incurred in administration of the Settlement.

22 42. Delivery of the Class List. Within thirty (30) calendar days of entry of the
23 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
24 Settlement Administrator.

25 42(a) Class List as to Staffing Agency Employees: For Class Members who
26 were paid by a staffing agency, Defendant will issue subpoenas to the staffing agencies who
27 paid them to obtain their names, addresses, phone numbers, and social security numbers.
28 Defendant will issue these subpoenas within seven (7) calendar days of entry of the Court's

1 Order Granting Preliminary Approval and will apprise Plaintiff's counsel of the responses
2 obtained from the staffing agencies. Defendant will add to the Class List all information
3 obtained regarding Class Members who were paid by a staffing agency and apprise Plaintiffs'
4 Counsel of the number of putative class members paid by a staffing agency for whom it has
5 been unable to obtain such information within five (5) business days of the response date for
6 the subpoenas.

7 43. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving
8 the Class List from Defendant and other information sufficient to identify any Class Members
9 who are not included in the Class List, the Settlement Administrator will mail a Notice of Class
10 Action Settlement to all Class Members via regular First-Class U.S. Mail, using the most
11 current, known mailing addresses identified in the Class List, or other source provided by
12 counsel for Plaintiff or Defendant to the Settlement Administrator.

13 44. Confirmation of Contact Information for Class Members and Undeliverable
14 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
15 National Change of Address Database for information to update and correct for any known or
16 identifiable address changes. Any Notices of Class Action Settlement returned to the Settlement
17 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
18 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
19 Administrator will indicate the date of such re-mailing on the Notice of Class Action
20 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly
21 attempt to determine the correct address using an Accurant search/skip-trace, and will then
22 perform a single re-mailing.

23 45. Notices of Class Action Settlement. All Class Members will be mailed a Notice
24 of Class Action Settlement in both English and Spanish in the form attached as Exhibit A¹, or
25 as provided by Court order.

27 ¹ Only the English version of the Class Notice is being attached to the Settlement Agreement of Class Action
28 Settlement. Once the above entitled case receives Preliminary Approval then the Claim Administrator, CPT Group,
will translate the Class Notice also into Spanish.

1 46. Disputed Information on Notices of Class Action Settlement. Only Class
2 Members will have an opportunity to dispute the information provided in their Notices of Class
3 Action Settlement. To the extent Class Members dispute their employment dates or the number
4 of Workweeks as set forth on the Notice, Class Members may produce evidence to the
5 Settlement Administrator showing that such information is inaccurate. The Settlement
6 Administrator will advise the Parties of such dispute, allow Defendant five (5) business days to
7 respond with any additional information or records, and then decide the dispute. Defendant's
8 records will be presumed correct, but the Settlement Administrator will evaluate the evidence
9 submitted by the Class Member and Defendant and will make the final decision as to the merits
10 of the dispute.

11 47. Requests for Exclusion. Any Class Member wishing to opt-out from the
12 Settlement Agreement must sign and postmark a written Request for Exclusion to the
13 Settlement Administrator within the Response Deadline. The postmark date will be the
14 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
15 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly,
16 to opt out of the Settlement Agreement. More specifically, a Class Member may request to be
17 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
18 by timely mailing a Request for Exclusion letter to the Settlement Administrator stating that the
19 Class Member wants to be excluded from this Action. This letter must include the Class
20 Member's name, address, telephone number, and signature. To be valid and timely, the request
21 to be excluded must be postmarked by the Response Deadline date that will be specified in the
22 Class Notice (forty-five (45) days from the initial mailing of the Class Notice by the Settlement
23 Administrator). If a notice needs to be re-mailed then that individual Class Member will not be
24 provided additional time to object or request exclusion from the settlement. A Class Member
25 who properly submits a valid and timely request to be excluded from the Action will not
26 receive any payment of any kind in connection with this Agreement or this Action, will not be
27 bound by or receive any benefit of this Agreement, and will have no standing to object to the
28 Settlement, except that Class Members who request exclusion from the Settlement but who are

1 also PAGA Members will receive a PAGA Individual Settlement Payment and will be bound by
2 the Release by All PAGA Members. Class Members who do not timely request exclusion will
3 be bound by the releases herein and receive an individual settlement payment (“Participating
4 Class Members”). A request for exclusion must be mailed to the Settlement Administrator at its
5 address to be provided in the Class Notice, and the Settlement Administrator will promptly
6 transmit the requests for exclusion to counsel for the parties.

7 45(a). Inability to Locate Class Members: If a current address for a Class
8 Member cannot be obtained after both Plaintiffs and Defendant have exhausted reasonable
9 efforts, then that Class Member shall also be excluded from the settlement for said reasoning.

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

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

24 50. Objection Procedures. The Notice shall state that Settlement Class Members
25 who wish to object to the Settlement may do so by a written statement of objection (“Notice of
26 Objection”) to be mailed by the Response Deadline to the Settlement Administrator or by
27 appearing at the hearing for Final Approval. The Objection must be signed by the Class
28 Member and contain all information required by this Settlement Agreement. The postmark date

1 of the filing and service will be deemed the exclusive means for determining that the Objection
2 is timely. The Notice of Objection must state: (1) the case name and number; (2) the name of
3 the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four
4 digits of the Settlement Class Member's Social Security number; (4) the basis for the objection;
5 and (5) if the Settlement Class Member intends to appear at the Final Approval/Settlement
6 Fairness Hearing. The Settlement Administrator will promptly provide any Notices of
7 Objection to the parties' counsel upon receiving them. Class Counsel will include all objections
8 received and Plaintiff's response(s) with Plaintiff's motion for final approval of the Settlement.
9 Settlement Class Members may also have a right to have their objections heard at the Final
10 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members
11 with respect to any such Objections to this Settlement, and any Class Members who request
12 exclusion from the Settlement will have no standing to object to it.

13 51. Settlement Administrator Reports. The Settlement Administrator will provide
14 Defendant's counsel and Class Counsel a weekly report of the number of Class Members who
15 have submitted valid Requests for Exclusion, Objections, and disputes regarding Pay Periods
16 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties
17 any updated reports regarding the administration of the Settlement Agreement as needed or
18 requested.

19 52. Distribution and Timing of Payments. Within 30 calendar days of the Effective
20 Date, and after Defendant has fully funded the Qualified Settlement Fund with (i) the
21 Maximum Settlement Amount, and (ii) the employer's share of payroll taxes due on the portion
22 of Individual Settlement Payments allocated to wages, the Settlement Administrator will issue
23 payments to: (i) all Class Members who have not submitted a valid and timely Request for
24 Exclusion, including any Class Member whose notice was returned as undeliverable; (ii)
25 Plaintiff; (iii) Class Counsel, (iv) PAGA Members; and (v) the LWDA. The Settlement
26 Administrator will also issue a payment to itself for Court-approved services performed in
27 connection with the Settlement. The Settlement Administrator will pay Individual Settlement
28 Payments from the Net Settlement Amount to all Participating Class Members and will pay

1 PAGA Individual Settlement Payments to all PAGA Members from the PAGA Payment. The
2 Settlement Administrator will do so by sending a check in the appropriate amount to the Class
3 Member at the address indicated in the list of Class Member names and addresses provided by
4 Defendant, or as subsequently determined by the Settlement Administrator to be correct.

5 53. Un-Cashed Settlement Checks. Class/PAGA Members will receive checks for
6 their Individual Settlement Payments and/or PAGA Individual Settlement Payments, as
7 applicable. Checks will remain negotiable for 120 days (“Check-Cashing Deadline”). Any
8 check not cashed within 120 calendar days will be void. The funds from the uncashed checks
9 shall be distributed by the Settlement Administrator to the State Controller’s Unclaimed
10 Property Fund. No later than ten (10) calendar days after the expiration of the 120 day period,
11 the Settlement Administrator shall deposit the total amounts contained in the settlement checks,
12 and all interest that has accrued, to the State Controller’s Unclaimed Property Fund. The
13 Settlement Administrator shall provide a declaration of deposit with the State Controller’s
14 Unclaimed Property Fund, which will be served on Class Counsel and Defendant’s Counsel
15 within ten (10) calendar days of payment of the residual to such beneficiary.

16 Any costs associated with administering the remaining funds under this section (e.g.,
17 bank stop-payment charges, settlement administration costs associated with any reserve
18 amount) or payments to the State Controller’s Unclaimed Property Fund will be deducted
19 before the deposit into the State Controller’s Unclaimed Property Fund.

20 54. Certification of Completion. Upon completion of administration of the
21 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
22 such completion to the Court and counsel for all Parties.

23 55. Allocation of Individual Settlement Payments. All Individual Settlement
24 Payments will be allocated as follows: (a) 20% as wages and (b) 80% as penalties,
25 unreimbursed expenses and interest. The Settlement Administrator will be responsible for
26 issuing to each claimant a form W-2 for amounts deemed “wages” and an IRS Form 1099 for
27 the portions allocated to penalties, unreimbursed expenses and interest .
28

1 56. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Class Members, and Class Counsel
3 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
4 Settlement Administrator will also be responsible for withholding all applicable taxes and
5 penalties from the Individual Settlement Payments and forwarding these amounts to the
6 appropriate government authorities as may be required by law.

7 57. Tax Liability. Defendant makes no representation as to the tax treatment or
8 legal effect of the payments called for hereunder, and Plaintiff and Class Members are not
9 relying on any statement, representation, or calculation by Defendant or by the Settlement
10 Administrator in this regard. Plaintiff and Class Members understand and agree that they will
11 be solely responsible for the payment of any taxes and penalties assessed on the payments
12 described herein and will defend, indemnify, and hold Defendant free and harmless from and
13 against any claims resulting from treatment of such payments as non-taxable damages.

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

1 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
2 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
3 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
4 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
5 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
6 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
7 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
8 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
9 AGREEMENT.

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

14 60. Nullification of Settlement Agreement. In the event that: (i) the Court does not
15 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final
16 for any other reason, then this Settlement Agreement, and any documents generated to bring it
17 into effect, will be null and void as if it had never been agreed to, and the Parties shall return to
18 their position as of the date of this Agreement. Any order or judgment entered by the Court in
19 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
20 Should this occur, the Parties agree they shall be equally responsible for the Settlement
21 Administrator's costs through the date this Agreement becomes null and void, except as
22 otherwise provided in this Agreement

23 61. Preliminary Approval Hearing. Class Counsel will be responsible for drafting
24 all documents necessary to obtain preliminary approval, and will provide them to Defendant's
25 counsel for review and approval no later than five court days prior to the deadline to file them
26 with the Court, Defendant's Counsel will then need to respond within three court days prior to
27 the deadline otherwise they waive all rights to further revisions. Class Counsel will obtain a
28 date for hearing before the Court to request the Preliminary Approval of the Settlement

1 Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of
2 the Settlement Class for settlement purposes only, (ii) conditionally appointing Class Counsel
3 to represent the Class Members for settlement purposes only, (iii) preliminary approval of the
4 proposed Settlement Agreement, (iv) setting a date for a Final Approval/Settlement Fairness
5 Hearing. The Preliminary Approval Order will provide for the Notice of Class Action
6 Settlement to be sent to all Class Members as specified herein. In conjunction with the
7 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
8 the terms of this Settlement, and will include the proposed Notice of Class Action Settlement.

9 62. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
10 the deadlines to postmark Requests for Exclusion and/or Objections to the Settlement
11 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
12 be conducted to determine the Final Approval of the Settlement Agreement along with the
13 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative
14 Enhancement Payment; (iii) Attorneys' Fees and Costs; (iv) the PAGA Payment, and (v) all
15 Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will be held
16 no earlier than thirty calendar (30) days after the Response Deadline. Class Counsel will be
17 responsible for drafting all documents necessary to obtain final approval, and will provide them
18 to Defendant's counsel for review and approval no later than five court days prior to the
19 deadline to file them with the Court, for which Defendant's counsel will have until three court
20 days prior to the deadline to provide any and all revisions less then waive their right to provide
21 revisions. Class Counsel will also be responsible for drafting the attorneys' fees and costs
22 application to be heard at the final approval hearing.

23 63. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
24 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
25 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
26 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
27 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
28

Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

64. General Release by Plaintiffs. In addition to the release of Released Claims against the Released Parties made by all Class Members, as set forth above, in consideration for the consideration set forth in this Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, do waive, release, acquit and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state, local or other governmental statute, law, regulation or ordinance, common law or other source of law, including any claims arising under the California Fair Employment and Housing Act (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waive and relinquishes any and all claims, rights or benefits that she may have under California Civil Code § 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR
SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE
WHICH IF KNOWN BY HIM OR HER WOULD**

**HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.**

Each of Plaintiffs acknowledges that he may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but he expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Released Parties at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

65. Plaintiffs Less Than 40 Years Old. Each of Plaintiffs represents and warrants that, at the time his employment with Defendant ended, he was less than 40 years old. Each of Plaintiffs understands that this representation is a material element of this Agreement and that, had he not provided this representation, Defendant would have required additional terms to this Agreement in order to obtain an enforceable waiver of any claims he might have under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq.).

66. Release by All Settlement Class Members. Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion, and/or who cannot be located after counsel for Plaintiffs and Defendant exert all reasonable efforts, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the Released Parties from any and all of the Released Claims for the entirety of the Class Period. This waiver and release will be final and binding on the Effective Date, and will have every preclusive effect permitted by law. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way

1 limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff
2 and the Settlement Class Members shall be deemed to have, and by operation of the final
3 judgment approved by the Court, shall have, fully, finally, and forever settled and released all of
4 the Released Claims. The parties understand and specifically agree that the scope of the release
5 described in this Paragraph: is a material part of the consideration for this Agreement; was
6 critical in justifying the agreed upon economic value of this settlement and without it
7 Defendant would not have agreed to the consideration provided; and is narrowly drafted and
8 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of
9 claims that were or could have been alleged based on the facts, causes of action, and legal
10 theories contained in the operative complaint in the Action.

11 67. Release by All PAGA Members. Plaintiffs, the LWDA and all PAGA Members
12 on behalf of himself or herself, his or her heirs, descendants, dependents, executors,
13 administrators, assigns, and successors, fully and finally release and discharge the Released
14 Parties from any and all of the Released PAGA Claims for the entirety of the PAGA Period.
15 This waiver and release will be final and binding on the Effective Date, and will have every
16 preclusive effect permitted by law. Plaintiff and the PAGA Members may hereafter discover
17 facts or legal arguments in addition to or different from those they now know or currently
18 believe to be true with respect to the Released PAGA Claims. Regardless, the discovery of new
19 facts or legal arguments shall in no way limit the scope or definition of the Released PAGA
20 Claims, and by virtue of this Agreement, Plaintiff, the LWDA and the PAGA Members shall be
21 deemed to have, and by operation of the final judgment approved by the Court, shall have, fully,
22 finally, and forever settled and released all of the Released PAGA Claims. The parties
23 understand and specifically agree that the scope of the release described in this Paragraph: is a
24 material part of the consideration for this Agreement; was critical in justifying the agreed upon
25 economic value of this settlement and without it Defendant would not have agreed to the
26 consideration provided; and is narrowly drafted and necessary to ensure that Defendant is
27 obtaining peace of mind regarding the resolution of claims that were or could have been alleged
28

1 based on the facts, causes of action, and legal theories contained in the operative complaint in
2 the Action.

3 68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
4 include the terms set forth in any attached Exhibits, which are incorporated by reference as
5 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
6 the Settlement.

7 69. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or
8 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
9 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
10 person or entity, except potential class members and as shall be contractually required to
11 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs
12 and Class Counsel agree not to issue press releases or press statements, communicate with, or
13 respond to any media or publication entities, publish information in manner or form, whether
14 printed or electronic, on any medium or otherwise communicate, whether by print, video,
15 recording or any other medium, with any person or entity concerning the Settlement, including
16 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
17 except as shall be contractually required to effectuate the terms of the Settlement. However, for
18 the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other
19 actions for the limited purpose of showing to the court that the case has settled, Plaintiff's
20 Counsel may disclose the name of the Parties in this action and the venue/case number of this
21 action (but not any other settlement details) for such purposes.

22 70. No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not
23 currently aware of any: (a) unalleged claims in addition to, or different from, those which are
24 finally and forever settled and released against the Released Parties by this Settlement; and (b)
25 unalleged facts or legal theories upon which any claims or causes of action could be brought
26 against Defendant, except such facts and theories specifically alleged in the operative
27 complaint in this Action. Plaintiffs and Plaintiffs' Counsel will further represent that, other than
28 the instant Action, they have no current intention of asserting any other claims against

1 Defendant in any judicial or administrative forum and do not currently know of or represent
2 any persons who have expressed any interest in pursuing litigation or seeking any recovery
3 against Defendant. The Parties acknowledge, understand and agree that the representations
4 described in this paragraph are essential to the Settlement Agreement and that this Settlement
5 Agreement would not have been entered into were it not for this representation.

6 71. Defendant's Option to Revoke Settlement. Class Members will be excluded
7 from the settlement if (i) they opt out of the settlement within the time provided, or (ii) a
8 current address for those Class Members cannot be obtained after issuing subpoenas to the
9 staffing agencies who provided them to Defendant. If the total number of Class Members who
10 are excluded from the settlement for either of these reasons reduces the total weeks worked by
11 the settlement class by more than 15% of the total weeks worked by the Class between
12 September 6, 2016 through May 4, 2021, then Defendants will have the right to revoke this
13 settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a)
14 provide written notice to Class Counsel within seven (15) calendar days after the Response
15 Deadline and (b) pay all Settlement Administration Costs incurred up to the date or as a result
16 of the termination, and the Parties shall proceed in all respects as if this Settlement Agreement
17 had not been executed.

18 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
19 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
20 written or oral agreements may be deemed binding on the Parties.

21 73. Amendment or Modification. This Settlement Agreement may be amended or
22 modified only by a written instrument signed by all Parties or their successors-in-interest, and
23 by counsel for all Parties or their successors-in-interest.

24 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
25 warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
27 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
28 execute any other documents required to effectuate the terms of this Settlement Agreement. The

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

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

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

11 77. Execution and Counterparts. This Settlement Agreement is subject only to the
12 execution of all Parties. However, the Settlement may be executed in one or more counterparts.
13 All executed counterparts and each of them, including facsimile and scanned copies of the
14 signature page, will be deemed to be one and the same instrument provided that counsel for the
15 Parties will exchange among themselves original signed counterparts.

16 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
17 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
18 and have arrived at this Settlement after arm's-length negotiations and in the context of
19 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
20 further acknowledge that they are each represented by competent counsel and that they have
21 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
22 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
23 and the reasonableness of the Settlement and the Court may, in its discretion, contact the
24 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
25 reasonable

26 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
28

1 extent possible consistent with applicable precedents so as to define all provisions of this
2 Settlement Agreement valid and enforceable.

3 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
4 to class certification for purposes of this Settlement only; either party may appeal any court
5 order that materially alters the Settlement Agreement's terms. An award by the Court of a
6 lesser amount than sought by Plaintiffs and Class counsel for the Class Representatives
7 Enhancement Payments will not constitute a material modification to the Settlement within the
8 meaning of this paragraph. An award by the Court, including after any appeal, of a lesser
9 amount than sought by Plaintiffs and Class counsel for Attorneys' Fees and Costs will not allow
10 Plaintiffs or Class counsel the right to revoke this Settlement and it shall remain binding.

11 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
12 dispute that has arisen between them and to avoid the burden, expense and risk of continued
13 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies,
14 that it violated any federal, state, or local law; violated any regulations or guidelines
15 promulgated pursuant to any statute or any other applicable laws, regulations or legal
16 requirements; breached any contract; violated or breached any duty; engaged in any
17 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
18 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the
19 negotiations connected with it, will be construed as an admission or concession by Defendant
20 of any such violations or failures to comply with any applicable law. Except as necessary in a
21 proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions
22 will not be offered or received as evidence in any action or proceeding to establish any liability
23 or admission on the part of Defendant or to establish the existence of any condition constituting
24 a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

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

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

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

18 86. All Terms Subject to Final Court Approval. All amounts and procedures
19 described in this Settlement Agreement herein will be subject to final Court approval.

20 87. Cooperation and Execution of Necessary Documents. All Parties will cooperate
21 in good faith and execute all documents to the extent reasonably necessary to effectuate the
22 terms of this Settlement Agreement.

23 ///

24 ///

25 ///

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

SO AGREED AND STIPULATED

PLAINTIFFS

Dated: 02/07/2022

Damian Crockett

 Damian Crockett

Dated: 02/21/2022

Neakco Cox

DEFENDANT

Dated: _____

Type Name: _____
Title: President

[SIGNATURE CONTINUE ON NEXT PAGE]

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

SO AGREED AND STIPULATED

PLAINTIFFS

Dated: _____

Damian Crockett

Dated: _____

Neakco Cox

DEFENDANT

Dated: 2/25/2022

Type Name: MICHAEL KENAL
Title: President

[SIGNATURE CONTINUE ON NEXT PAGE]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JUSTICE LAW CORPORATION

DATED: February 22, 2022

By 
Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Attorneys for Plaintiff Damian Crockett
and Neakco Cox, and all others similarly
situated

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C

DATED: _____

By _____
Christopher W. Decker
Attorneys for Defendant, Custom Bilt
Holdings, LLC d/b/a Custom Bilt Metals

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JUSTICE LAW CORPORATION

DATED: _____

By _____
Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Attorneys for Plaintiff Damian Crockett
and Neakco Cox, and all others similarly
situated

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C

DATED: February 25, 2022

By Christopher W Decker
Christopher W. Decker
Attorneys for Defendant, Custom Bilt
Holdings, LLC d/b/a Custom Bilt Metals

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, et al.

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 matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Sacramento (the "Court" or "Sacramento County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Damian Crockett and Neakco Cox ("Plaintiffs") and Defendant Custom Bilt Holdings, LLC, d/b/a Custom Bilt Metals ("Defendant"), was granted on **[Preliminary Approval Date]**, in the case entitled *Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, et al.*, Sacramento County Superior Court Case No. 34-2020-000285868-CU-OE-GDS, which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Class Member settlement (in which case you will not receive payment under the Class Member settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class Member" means all current and former California-based (*i.e.*, currently "residing" in California with the intent to remain in California indefinitely) hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Defendant within the State of California at any time during the period from April 6, 2016 to November 10, 2021.

"PAGA Member" means all current and former California-based (*i.e.*, currently "residing" in California with the intent to remain in California indefinitely) hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Defendant within the State of California at any time during the period from April 6, 2019 to November 10, 2021.

"Class Period" means the time period from April 6, 2016, to November 10, 2021.

"PAGA Period" means the time period from April 6, 2019, to November 10, 2021.

II. BACKGROUND OF THE ACTION

On September 25, 2020, Plaintiff Damian Crockett filed a class action complaint in Sacramento Superior Court (Case No. 34-2020-00285868-CU-OE-GDS) alleging the following violations under California law: (1) Failure to Pay Overtime Wages Under Labor Code §§ 510 & 1198, (2) Meal Period Liability Under Labor Code § 226.7 and § 512(a), (3) Rest-Break Liability Under Labor Code § 226.7, (4) Failure to Pay Minimum Wages Under Labor Code §§ 1194 & 1197, (5) Waiting Time Penalties Under Labor Code §§ 201-203, (6) Failure to Provide Compliant Wage Statements Under Labor Code § 226(a), (7) Failure to Reimburse Expenses Under Labor Code §§ 2800 and 2802, and (8) Violation of Business & Professions Code § 17200, *et seq.* On [REDACTED], Plaintiff Damian Crockett filed the First Amended Complaint which added (i) Neakco Cox as a named Plaintiff, (ii) an additional cause of action for penalties pursuant to Labor Code § 2699, *et seq.*, (iii) an additional cause of action for violation of Labor Code § 221, and (iv) certain other allegations.

Plaintiffs alleged that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, *inter alia*, failing to properly pay for all hours worked, failing to pay at the appropriate minimum, regular and/or overtime rates, failing to provide timely meal and rest breaks or one hour of premium pay in lieu thereof, failing to provide rest and recovery periods or one hour of premium pay in lieu thereof, failing to reimburse all necessary business expenditures, taking improper deductions from wages, failing to provide accurate wage statements, and associated waiting time penalties thereby engaging in unfair business practices and owing penalties under

the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has fully complied with all applicable federal, state, and local laws. Defendant further contends this Action cannot be pursued as a class action and that the PAGA claims cannot be pursued on a representative basis.

On August 9, 2021, the Parties participated in one full-day mediation session 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 Settlement (“Settlement” or “Settlement Agreement”).

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the settlement (“Settlement Administrator”), Plaintiffs as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Justice Law Corporation.
751 N. Fair Oaks Ave, Suite 101
Pasadena, California 91103

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, to Class Members and/or to the State of California. 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 that the settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Maximum Settlement Amount is Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in the amount of up to \$95,000.00 and reimbursement of litigation costs and expenses in the amount of up to \$20,000.00 to Class Counsel (“Attorneys’ Fees and Costs”); (2) enhancement payments to Plaintiff Damian Crockett in the amount of up to \$7,500.00 and Plaintiff Neakco Cox in the amount of \$7,500.00 (“Class Representative Enhancement Payments”); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$9,500.00 (“Settlement Administration Costs”); and (4) the \$7,500.00 in PAGA Penalties (“PAGA Payment”).

Participating Class Members will be entitled to receive payment under the settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on the numbers of workweeks worked by the Class Members as non-exempt employees for Defendant from April 6, 2016 to November 10, 2021, in the State of California (“Workweeks”). The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek Value. Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages (which will be reported on an IRS Form W2), and eighty percent (80%) penalties and interest (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Payment will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

PAGA Members will be entitled to receive payment under the settlement (a “PAGA Individual Settlement Payment”) from the 25% portion of the PAGA Payment allocated to the PAGA Members based on the numbers of pay periods worked by

the PAGA Members as non-exempt employees for Defendant from April 6, 2019 to November 10, 2021, in the State of California ("Pay Periods"). The Settlement Administrator will calculate the total number of Pay Periods worked by each PAGA Member as a non-exempt employee in California during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members as non-exempt employees in California during the PAGA Period. For purposes of this class notice and the settlement agreement, Pay Periods equals workweeks multiplied by two.

Each PAGA Individual Settlement Amount will be allocated as 100 percent (100%) penalties and interest (which will be reported on an IRS Form 1099, if applicable).

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members and PAGA Individual Settlement 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 your receipt of payment to which you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's payroll records:

From April 6, 2016 to [REDACTED], you worked [REDACTED] Workweeks at Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the Workweeks credited to you, you may submit such dispute (a "Workweeks Dispute") in writing to the Settlement Administrator. The written dispute must: (a) contain your full name, address, telephone number, the last four digits of your Social Security Number, and signature; (b) contain the case name and number of the action (*Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, et al.*, Sacramento County Superior Court Case No. 34-2020-000285868-CU-OE-GDS); (c) contain a clear statement indicating that you dispute the number of Workweeks credited to you; (d) documentation that supports your belief that you should be credited with a different number of Workweeks; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked and mailed **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Amount

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

Your Individual Settlement Amount is estimated to be \$ [REDACTED].

Your PAGA Individual Settlement Amount is estimated to be \$ [REDACTED].

The Individual Settlement Amount is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Amount reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, each of the Participating Class Members (including the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

"Released Claims" means all claims, demands, rights, liabilities and causes of action and factual or legal theories that are alleged in the operative First Amended Complaint or that could have been alleged in the First Amended Complaint against Defendant based on the facts contained in the First Amended Complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods and rest breaks, and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly

formatted wage statements; (d) violation of Labor Code § 221, (e) waiting time penalties; (f) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the First Amended Complaint, (g) failure to reimburse necessary business expenses under Labor Code § 2802, (h) ,all claims that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the First Amended Complaint; (i) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action, including, but not limited to, sections 226 et seq., 510 and 512 et seq., 204, and 210; (j) failure to provide rest and recovery periods and to properly provide premium pay in lieu thereof, (k) failure to pay overtime wages at the correct rate of pay, and (l) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief,.

Also on the Effective Date, each of the PAGA Members (including the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released PAGA Claims.

“Released PAGA Claims” means all claims, demands, rights, liabilities, causes of action and factual or legal theories for civil penalties under PAGA arising from each of the violations of the Labor Code that are alleged in the operative First Amended Complaint, or that could have been alleged in the First Amended Complaint against Defendant based on the facts contained in the First Amended Complaint.

“Released Parties” means Defendant Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, *et al.*, and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, if any..

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to 38% of the Maximum Settlement Amount (i.e., an amount of up to \$95,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00), to be paid from the Maximum Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class 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 Payment to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand and Five Hundred Dollars (\$7,500.00) as an enhancement payment in recognition of their services in connection with the Action. The Service Class Representative Enhancement Payment will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment that they are entitled to under the settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated and agreed to not exceed Nine Thousand, Five Hundred Dollars and Zero Cents (\$9,500.00) 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, Workweeks Disputes, and objections, calculating Individual Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Maximum 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 receive your Individual Settlement Payment from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment and PAGA Individual Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. You

will have 120 days to cash the check. If you do not cash the check, the money will be deposited into the State Controller's Unclaimed Property Fund, but you will still be deemed to have released your claims. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]
[Address]

A request for exclusion must: (a) contain your full name, address, the last 4 digits of Social Security Number, and signature; (b) contain the case name and number of the Action (*Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, et al.*, Sacramento County Superior Court Case No. 34-2020-000285868-CU-OE-GDS); (c) contain a statement indicating that you intend to be excluded from the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If you are determined to be a PAGA Member under the lawsuit then you are not entitled to exclude yourself from the PAGA portion of the settlement under this agreement. Therefore, if you are determined to be both a Class Member and a PAGA Member, your request for exclusion from the settlement will only affect your Class Member settlement. 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 any payment from the Class Member settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.D above), and will have no right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion.

If you are determined to be a PAGA Member under the lawsuit then you are not entitled to object to the PAGA portion of the settlement under this agreement. Therefore, if you are determined to be both a Class Member and a PAGA Member, your objection only affects your Class Member settlement. To object, you must do so by way of a written objection that: (a) contains your full name, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the last 4 digits of your Social Security Number, and signature; (b) contains the case name and number of the Action (*Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals, et al.*, Sacramento County Superior Court Case No. 34-2020-000285868-CU-OE-GDS); (c) all legal and factual bases for the objection to the Settlement; (d) whether you intend to appear at the Final Approval Hearing; (e) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (f) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

You may also, if you wish, appear at the Final Approval Hearing in Department 40 of Sacramento County Superior Court at 720 9th Street, Sacramento, California 95814, on **[Final Approval Hearing Date]**, at **[Time]** and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 40 of Sacramento County Superior Court at 720 9th Street, Sacramento, California 95814, on **[Final Approval Hearing Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Class Representative Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator

should be awarded.

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

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 Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at Sacramento County Superior Court at 720 9th Street, Sacramento, California 95814, during business hours

PLEASE DO NOT TELEPHONE THE SAN BERNARDINO SUPERIOR 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.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

PROOF OF SERVICE