STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement (**"Settlement Agreement"**) is reached by and between Plaintiffs Tremain Johnson and Beasly L. Fuller (**"Plaintiff" or "Plaintiffs"**), individually and on behalf of all Aggrieved Employees and members of the Settlement Class, Defendant Weckworth Electric Group, Inc. (**"Weckworth"** or **"Defendant"**), Rod Weckworth and Helena Weckworth (Plaintiffs, Defendant, Rod Weckworth and Helena Weckworth are referred to herein as the **"Parties"**). Plaintiffs, Aggrieved Employees and the Settlement Class are represented by Domb & Rauchwerger, LLP, and Lawyers for Justice, PC (**"Class Counsel"**). Defendant Weckworth, Rod Weckworth and Helena Weckworth are represented by Barbara Cotter, Patrick E. White III, and Daniel Kozieja of Cook Brown, LLP.

Plaintiff Tremain Johnson filed a Class Action Complaint against Defendant Weckworth on November 2, 2021, in Alameda County Superior Court, Case No. 21CV001491, which alleges causes of action for (1) failure to pay overtime wages; (2) failure to provide meal breaks; (3) failure to provide rest breaks; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages; (7) wage statement violations; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary and reasonable business expenses; and (10) violation of Business & Professions Code § 17200, *et seq*. On April 11, 2022, Plaintiff Tremain Johnson filed a First Amended Class Action Complaint, adding Beasly L. Fuller as a named Plaintiff. The Parties have agreed that the Class Action Complaint will be amended (Second Amended Class and Representative Action Complaint) to add a PAGA claim as well as the two individual majority owners, Rod and Helena Weckworth, as individual defendants under California Labor Code § 558.1. The Class Action Complaint, First Amended Class Action Complaint, and Second Amended Class and Representative Action Complaint are referred to herein as the **"Lawsuit."**

On May 10, 2023, and continuing thereafter in subsequent negotiations that occurred between then and the present, the Parties, represented by their respective counsel of record, privately mediated the Lawsuit, before Brandon McKelvey, Esq., of McKelvey Resolution. Prior to mediation, the Parties conducted a significant investigation of the facts and law. This included reviewing and analyzing Defendant's policies and putative class members' time and payroll records. Counsel for the Parties has further investigated the applicable law as applied to the facts discovered regarding Plaintiffs' claims, the defenses thereto, and the damages and penalties claimed by Plaintiffs in the Lawsuit. As a result of the Parties' thorough investigation of the allegations and defenses thereto, they were able to reach an agreement at the mediation after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of the Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. **Certification for Settlement Purposes.** For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

A. **Settlement Class** – The **"Class"** (or **"Class Members"**) is defined as all current and former non-exempt employees of Defendant Weckworth Electric Group, Inc., who worked for Defendant Weckworth Electric Group, Inc. in California from November 2, 2017, up to July 11, 2023, (the **"Class Period"**).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Releases.**

A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Weckworth Electric Group, Inc., and all of its past or present owners, officers, directors, shareholders, members, executives, partners, employees, insurers, managers, agents, representatives, predecessors, and successors.

B. **Released Class Claims.** All Class Members who do not opt out of the settlement (collectively, "**Settlement Class Members**") release Released Parties, from all claims, both potential and actual, that were or may have been raised based on the facts pled in the Lawsuit that arose during the Class Period (**"Released Class Claims"**), including claims under Labor Code §§ 118.12, 201, 202, 203, 204, 205, 226, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2804, 2698, 2699.3; Wage Order 16 and Business & Professions Code § 17200 *et seq.;* Civil Code §§ 3287 and 3289 and Code of Civil Procedure § 1021.5 and all claims both potential and actual, that were or may have been raised based on the facts pled in the Lawsuit for minimum wage violations, overtime wage violations, meal period violations, rest period violations, failure to reimburse for necessary business expenses, failure to timely pay wages upon termination, wage statement violations, waiting time penalties and unfair competition.

C. **Released PAGA Claims.** Plaintiffs and all current and former non-exempt employees of Defendant Weckworth Electric Group, Inc. who worked for Defendant Weckworth Electric Group, Inc. in California at any time during the period of September 16, 2020 up to July 11, 2023 (the **"PAGA Period"**) (**"Aggrieved Employees"**) will release Released Parties from all PAGA claims, both potential and actual, that were or may have been raised based on the facts pled in the Lawsuit or asserted in the PAGA Letter (**"Released PAGA Claims"**), including claims under Labor Code §§ 118.12, 201, 202, 203, 204, 205, 226, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2804, 2698, 2699.3; Wage Order 16 and all claims both potential and actual, that were or may have been raised based on the facts pled in the Lawsuit or PAGA Letter for minimum wage violations, overtime wage violations, meal period violations, rest period violations, failure to reimburse for necessary business expenses, wage statement violations and waiting time penalties.

D. **Plaintiffs' General Release of Unknown Claims.** Plaintiffs, on behalf of themselves and their heirs, executors, administrators, and representatives, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have after the signing of this Settlement Agreement, arising out of or in any way connected with their employment with Weckworth including, the Released Class and PAGA Claims, claims that were asserted or could have been asserted in the Lawsuit, and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Wage Orders, and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, sick pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiffs hereby forever releases, discharges and agrees to hold harmless Weckworth and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement.

E. Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of Section 1542, which provides as follows:

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

However, to the extent that Plaintiffs have claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay a common fund of Three Hundred Thousand Dollars ($300,000) ("**Maximum Settlement Amount**" or **"MSA"**) in full and complete settlement of this matter, subject to Paragraphs (3)(E) below, as follows:

   A. **Funding of the Maximum Settlement Amount.** Defendant Weckworth shall fund the Maximum Settlement Amount in monthly installments which the Settlement Administrator shall place in a Qualified Interest-Bearing Settlement Account established by the Settlement Administrator for this purpose as follows: (i) Defendant shall make the first installment of $12,500 by no later than January 1, 2024; (ii) Defendant shall make the remaining installment payments of $12,5000 each month until the Settlement is fully funded. Based on this installment schedule, once payments commence, the Settlement will be fully funded within twenty-four months.

   B. **Disbursement of Maximum Settlement Amount.** Within fifteen (15) days of the Settlement Administrator's receipt of the 12th installment payment and 24th/final installment payment, the Administrator will mail checks for all Individual Class and PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. The two payouts referenced in the previous sentence will be divided in half to match the installment payments. By way of example, as the total agreed upon enhancement payment to the Plaintiff is $5,000, then a payment of $2,500 (1/2 of $5,000) will be apportioned for each installment and paid to Plaintiff accordingly.

   C. **Non-revisionary.** This is a non-reversionary settlement. The Maximum Settlement Amount Includes:

      i. All payments to the Settlement Class;

      ii. Settlement Administrator. All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Fifteen Thousand Nine Hundred and Fifty Dollars and Zero Cents ($15,950.00). The Parties agree to the appointment of Phoenix Class Action Administration Solutions ("Phoenix") as the settlement administrator (**"Settlement Administrator"**) and to Class Counsel seeking Court approval to pay up to Fifteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($15,950.00) from the Maximum Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and defense counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections and disputes received from Class Members, calculating the Net Settlement Amount, calculating each Class Member's and Aggrieved Employees' Participating Member Payment, defined below, amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Paragraph 4(D), withholding payroll taxes from the Settlement Class Member's individual settlement payments, calculating Defendant's share of employer payroll taxes, remitting payroll tax payments to the appropriate taxing authorities and providing declarations regarding the Settlement Administrator's background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of the Maximum Settlement Amount in compliance with the Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Settlement Class Members (collectively **"Participating Members"**);

iii. The Settlement Administrator shall provide as soon as possible to the Defense Counsel instructions for Defendant to tender the MSA payments by electronic transfer to the Settlement Administrator. Defendant expressly agrees to follow the Settlement Administrator's payment instructions. The Parties agree that Defendant's payment obligations under the Settlement shall be met upon initiating the electronic transfer of funds to the Settlement administrator, pursuant to its instructions.

iv. <u>Enhancement Payment.</u> Up to Five Thousand Dollars ($5,000) for an Enhancement Payment to each Plaintiff subject to Court approval (**"Enhancement Payment"**). Defendant will not object to a request for Class Representative Enhancement Payments for Plaintiffs in exchange for the general release of their claims, their time and risks in prosecuting this case, and their service to the Settlement Class. These payments will be in addition to Plaintiffs' Participating Member Payments (defined below) as Participating Members and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payments to Plaintiffs is for their service in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Payment and shall report it on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law.

v. <u>Class Counsel Fees and Costs.</u> Up to thirty-three and one third percent (33 1/3%) of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be One Hundred Thousand Dollars ($100,000.00), plus up to Eleven Thousand One Hundred and Twenty Eight Dollars and Thirty Two cents ($11,128.32) in verified costs and expenses related to the Lawsuit as supported by declaration. The Court's ruling on the request for Class Counsel Fees, Class Counsel Costs, and Enhancement Payment shall not affect the enforceability of this Agreement or the terms contained herein. In the event the Court reduces the amount requested in Class Counsel Fees, Class Counsel Costs and/or Enhancement Payments, the difference shall be added to the distributable amount to the Class Members. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an

IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court; and

vi. PAGA Payment. Twenty Thousand Dollars ($20,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars ($15,000.00) will be payable to the Labor & Workforce Development Agency (**"LWDA Payment"**), and the remaining twenty-five percent (25%), or Five Thousand Dollars ($5,000.00) will be payable to the Aggrieved Employees as the **"PAGA Amount."** The LWDA Payment and PAGA Amount are collectively referred to herein as the "**PAGA Payment**."

D. **Payroll Tax Payments.** Defendant's share of employer payroll taxes shall be paid by Defendant in addition to the Maximum Settlement Amount.

E. **Settlement Class Escalator Clause.** Defendant represents that as of May 12, 2023, 815 Class Members worked a combined 29,686 Class Workweeks during the Class Period. A **"Class Workweek"** is any calendar week in which a Class Member worked at least one shift performing work for Weckworth during the Class Period. The number of Class Workweeks in the Class Period shall not exceed 30,577, which represents a 3% increase above 29,686 workweeks. If the actual number of Class Workweeks worked during the Class Period increases above 30,577 Defendant may elect at its discretion either (1) to increase the Maximum Settlement Amount on a pro-rata basis equal to the increase in the number of Class Workweeks over 3% or (2) to cut off the Class Period at an earlier date to avoid an increase in Class Workweeks over 3%.

4. **Participating Member Payment Procedures.** Participating Members are not required to submit a claim form to receive their share of the Settlement (**"Participating Member Payment"**). Participating Member Payments will be determined and paid as follows:

A. **Disbursement of PAGA Amount.** Each Aggrieved Employee who was employed by Weckworth at any time during the PAGA Period, shall receive a portion of the Five Thousand Dollars ($5,000.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Workweeks worked during the PAGA Period, by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Workweeks during the PAGA Period, and the denominator of which is the total PAGA Workweeks of all Aggrieved Employees during the PAGA Period. A **"PAGA Workweek"** is any calendar week in which an Aggrieved Employee worked at least one shift for Weckworth during the PAGA Period.

B. **Disbursement of Net Settlement Amount**. The Net Settlement Amount is the Maximum Settlement Amount after the following deductions are made: (a) all costs of settlement administration; (b) Enhancement Payments to Plaintiffs; (c) the PAGA Payment; and (d) costs and attorneys' fees for Class Counsel. The Net Settlement Amount shall be distributed to each Settlement Class Member based on their proportionate share of Class Workweeks worked during the Class Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's Class Workweeks during the Class Period, and the denominator of which is the total Class Workweeks of all Settlement Class Members during the Class Period.

C. **Participating Member Payment Tax Treatment**. For purposes of calculating applicable taxes and withholdings for the payment to Participating Class Members described in Paragraph 4(B), twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

D. **Deadline to Negotiate Participating Member Payment**. Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Participating Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be transferred by the Settlement Administrator to the California Controller's Unclaimed Property Fund. Settlement checks will not be sent out to any Participating Members whose Notice Packets are returned as undeliverable unless the Participating Member submitted an approved claim form in response to a notice of this lawsuit posted in a local newspaper.

E. Weckworth shall fully discharge its obligations to those Participating Members to whom it will pay a settlement payment through the Settlement Administrator's mailing of a settlement check, regardless of whether such checks are actually received and/or negotiated by Participating Members.

F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Preliminary Approval**. Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Domb & Rauchwerger LLP, as well as Lawyers for Justice, PC, as Class Counsel;

C. Appointing Tremain Johnson and Beasly L. Fuller as the Class Representatives for the Settlement Class;

D. Approving Phoenix as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice and Request for Exclusion Form), and directing the mailing of same in English and Spanish;

G. Scheduling a Final Approval hearing;

H. Plaintiffs shall submit the proposed settlement to the Labor Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(l)(2). Proof of this submission will be provided to the Court and to Defendant's counsel; and

I. If Final Approval is granted, Plaintiffs shall submit a copy of the Superior Court's judgment to the LWDA after entry of the judgment or order, pursuant to Labor Code § 2699(l)(3).

J. Defendants agree that they will assist Plaintiff's counsel with drafting the section of the Motion for Preliminary Approval addressing the financial hardships of Defendants that make this settlement appropriate under the *Dunk/Kullar* analysis.

6. **Notice Procedures**. Following preliminary approval, the Settlement Class and Aggrieved Employees shall be notified as follows:

   A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Aggrieved Employees and Class Members, as well as the start and end date, along with any rehire date and second termination date, of each Class Member or Aggrieved Employee.

   B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Class Members and Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members and Aggrieved Employees; (ii) update the addresses of any Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Class Member or Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain the proof of mailing.

   C. The Settlement Administrator shall use its best professional efforts, including utilizing a "skip trace," to track any Class Member's and Aggrieved Employee's mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Employee.

D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.

E. **Opt-Out/Request for Exclusion Procedures.** Any Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within Sixty (60) days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Request for Exclusion Form must: (1) contain the name, address, and telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1), (2), (3) or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Class Member who does not submit a Request for Exclusion Form is automatically deemed a Settlement Class Member.

ii. <u>Defendant's Right to Void.</u> If 10% or more members of the Class timely submit opt-out requests, Defendant shall have the right (but not the obligation) to void this Settlement. Defendant must exercise this right to void the settlement, if at all, within 10 calendar days before the final approval hearing. The Parties shall not encourage anyone to opt-out of the Settlement. If Defendant exercises this right and if any settlement administration costs are due and payable, Defendant agrees that it will be solely responsible for paying the outstanding settlement administration costs.

F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Class Member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.

G. **Challenges to Participating Member Payment Calculations.** Each Notice Packet mailed to a Class Member or Aggrieved Employee shall disclose the amount of the Class Member's or Aggrieved Employee's estimated Participation Payment as well as all of the information that was used from Defendant's records in order to calculate the Participating Member Payment, including the number of Class Workweeks during the Class Period and PAGA Workweeks during the PAGA Period. Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendant's records regarding the number of Class Workweeks or PAGA Workweeks stated in their Notice Packet, to challenge the data provided. In order to challenge Defendant's data, the Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendant's data is incorrect and evidencing the correct number of Class Workweeks or PAGA Workweeks that the Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge, with the Participating Member's name and contact information redacted, and any supporting documentation to counsel for the Parties within five (5) days of receipt.

H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Workweeks. Where the information submitted by Defendant from its records differs from the information submitted by the Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information, with the Participating Member's name and contact information redacted, to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Participating Member Payment. Such determination shall be binding upon the Class Member, Aggrieved Employee, and the Parties.

7. **<u>Final Approval Process.</u>** Following preliminary approval and the close of the Response Deadline under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiffs' Enhancement Payments, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Payment; and

C. Entering judgment pursuant to California Rule of Court 3.769.

D. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

8. **Non-Admission.** Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement, a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

9. **Confidentiality.** Plaintiffs and their counsel agree to maintain the confidentiality of this settlement, this Settlement Agreement and the terms set forth herein, until a motion for preliminary approval is filed.

10. **No Tax or Legal Advice**. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Settlement Agreement, and that Plaintiffs and Participating Members will assume any such tax obligations or consequences that may arise from any disbursements made under this Settlement Agreement, and Plaintiffs and Participating Members shall not seek any indemnification from the Parties or any of the Released Parties in

this regard. The Parties agree that in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.

11. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

12. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendant Weckworth: Barbara Cotter, Esq.
Patrick E. White III, Esq.
Daniel Kozieja, Esq.
Cook Brown, LLP
2407 J Street, Second Floor
Sacramento, CA 95816
bcotter@cookbrown.com
pwhite@cookbrown.com
dkozieja@cookbrown.com

if to Plaintiffs: Zack Domb, Esq.
Devin E. Rauchwerger, Esq.
Domb & Rauchwerger, LLP
1055 E. Colorado Blvd., Fifth Floor
Pasadena, CA 91106
zack@dombrauchwerger.com
devin@dombrauchwerger.com

13. **Entire Agreement**. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

14. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

15. **Invalidity of Any Provision**. Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

16. **Failure to Obtain Final Approval**. If the court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Weckworth into the Qualified Interest-Bearing Settlement Account shall be returned to Weckworth, with the exception that if any settlement administration costs are due and payable, Plaintiffs and Defendant agree to split those costs evenly (50% from Plaintiffs; 50% from Weckworth).

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

18. **Financial Condition Information.** To the extent the Par~~ties need to submit information~~ regarding the financial condition of Defendant, Rod Weckworth, and/or Helena Weckworth for purposes of preliminary and final approval of the Settlement, the Parties expressly agree to cooperate for purposes of submitting such information under seal.

EXECUTION BY PARTIES AND COUNSEL

Date: 07 / 21 / 2023

Tremaine Johnson

Tremain Johnson, Plaintiff

Date: 07 / 21 / 2023

Beasly L Fuller

Beasly L. Fuller, Plaintiff

Date: 8/11/2023

Rod Weckworth

Rod Weckworth, Defendant

Date: 8/11/2023

Helena Weckworth

Helena Weckworth, Defendant

Date: 8/11/2023

Rod Weckworth

CEO, on behalf of Weckworth Electric Group, Inc.

Approved as to form:

Date: 08/11/2023

COOK BROWN, LLP

Daniel Kozieja

Counsel for Defendant Weckworth Electric Group, Inc.

DOMB & RAUCHWERGER, LLP

Date: 07/24/2023

Devin Rauchwerger

Counsel for Plaintiffs and the Class

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

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

You may be eligible to receive money from an employee class action lawsuit ("Action") Against Weckworth Electric Group, Inc. ("Weckworth") for alleged wage and hour violations. The Action was filed by a former employees named Tremain Johnson and Beasly L. Fuller ("Plaintiffs") and seeks payment of (1) back wages, missed meal breaks, missed rest breaks, and other relief for various alleged wage and hour violations for a class of hourly, non-exempt employees ("Class Members") who worked for Weckworth during the Class Period (November 2, 2017 to July 11, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Weckworth during the PAGA Period (_________ to July 11, 2023) ("Aggrieved Employees").

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

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

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

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

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

(1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.

As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Weckworth.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert wage claims against Weckworth that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Weckworth must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.

You Can Participate in the Final Approval Hearing on ________	The Court's Final Approval Hearing is scheduled to take place on ________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ________________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Weckworth's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by**_____________**. See Section 4. this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Weckworth employee. The Action accuses Weckworth of violating California labor laws by failing to pay overtime, meal and real break premiums, minimum wages, and for failing to timely pay wages upon termination, issuing noncompliant wage statements, failing to keep requisite payroll records, and failure to pay reimbursements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Edwin Aiwazian of Lawyers for Justice, PC and Zack Domb and Devin Rauchwerger of Domb & Rauchwerger LLP ("Class Counsel.").

Weckworth contends that it complied with all applicable laws.

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

So far, the Court has made no determination whether Weckworth or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Weckworth hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Weckworth have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Weckworth does not admit any violations or concede the merit of any claims.

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

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

1. Weckworth Will Pay $300,000.00 as the Gross Settlement Amount (Gross Settlement). Weckworth has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Weckworth will fund the Gross Settlement in 24installment payments, which will be paid out to the class on two occasions, once after the 12th installment payment and the second on the final installment payment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $100,000 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $11,128.32 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $5,000 to each Plaintiff as a Class Representatives Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

   C. Up to $15,950 to the Administrator for services administering the Settlement.

   D. Up to $20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Weckworth are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies_will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ______________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Weckworth.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Weckworth have agreed that, in either case, the Settlement will be void:

Weckworth will not pay any money and Class Members will not release any claims against Weckworth.

8. Administrator. The Court has appointed a neutral company, Phoenix (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Weckworth has fully funded the Gross Settlement, including paying all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Weckworth or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] including, but not limited to claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, Business and Professions Code § 17200, *et seq*., which are premised upon the aforementioned wage and hour violations. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Weckworth has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Weckworth, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and

those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Weckworth or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.
The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, but not limited to, claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Labor Code section 2698, *et seq.*, which are premised upon the aforementioned wage and hour violations.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Weckworth's records, are stated in the first page of this Notice. You have until ________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Weckworth's calculation of Workweeks and/or Pay Periods based on Weckworth's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class

Counsel (who will advocate on behalf of Participating Class Members) and Weckworth's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

4. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check from each installment to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**

objections to the Administrator is___________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Johnson v. Weckworth Electric Group, Inc. and include your name, current address, telephone number, and approximate dates of employment for Weckworth and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ____________ at (time) in Department __ of _________ Superior Court, located at _____________. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Weckworth and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ______website at ________________.
You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to ________________and entering the Case Number for the Action, Case No. 21CV001491.

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

Class Counsel:
Name of Attorney: Zack Domb, Devin Rauchwerger
Email Address: zack@dombrauchwerger.com; devin@dombrauchwerger.com;
Name of Firm: Domb & Rauchwerger, LLP
Mailing Address: 1055 E. Colorado Blvd., 5th Floor, Pasadena, California 91106
Telephone: (213) 537-9225

Settlement Administrator:
Name of Company:

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

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

Title	2023.07.19 Weckworth Long Form Settlement (PAGA Class)...
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SIGNED	**07 / 21 / 2023** 23:05:57 UTC	Signed by Tremain Johnson (lateze.johnson@gmail.com) IP: 174.160.190.196
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