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

SONNY LE, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

BALBOA WATER GROUP LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2019-01042358-CU-OE-CXC

Honorable Peter J. Wilson
Department CX102

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 21, 2022
Time: 2:00 p.m.
Department: CX102

Complaint Filed: January 7, 2019
FAC Filed: March 28, 2019
SAC Filed: December 30, 2021
Trial Date: None Set

1 This matter has come before the Honorable Peter J. Wilson in Department CX102 of the
2 Superior Court of the State of California, for the County of Orange, on April 21, 2022 at 2:00 p.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice,
4 PC appears as counsel for Plaintiff Sonny Le ("Plaintiff"), individually and on behalf of all others
5 similarly situated and other aggrieved employees and Epstein Becker & Green, P.C. appears as
6 counsel for Defendant Balboa Water Group LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "EXHIBIT 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
15 falls within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Service Award, LWDA Payment, Settlement Administration Costs, and
3 payments to the Settlement Class Members and PAGA Members provided thereby, appear to be
4 within the range of reasonableness of a settlement that could ultimately be given final approval by
5 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All individuals who worked for Defendant in California as non-exempt employees
22 at any time during the period from January 7, 2015 through December 20, 2021.

23 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
24 Ghosh of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Sonny Le as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
2 provide the Settlement Administrator with the following information about each Class Member and
3 PAGA Member: last-known full name, mailing address, telephone number, Social Security Number,
4 and number of Workweeks during the Class Period and, as applicable, during the PAGA Period
5 (collectively referred to as the “Class and PAGA Data and List”) in conformity with the Settlement
6 Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class and
8 Representative Action Settlement (“Class Notice”), Request for Exclusion Form (“Exclusion
9 Form”), and Notice of Objection Form (“Objection Form”), attached hereto as “**EXHIBIT 1,**”
10 “**EXHIBIT 2,**” and “**EXHIBIT 3,**” respectfully. The Class Notice, Exclusion Form, and Objection
11 Form (together, “Notice Packet”) shall be provided to Class Members in the manner set forth in the
12 Settlement Agreement. The Court finds that the Notice Packet appears to fully and accurately inform
13 the Class Members of all material elements of the Settlement, of Class Members’ right to be
14 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right
15 to dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right
16 and opportunity to object to the Class Settlement by submitting a Notice of Objection to the
17 Settlement Administrator. The Court further finds that distribution of the Notice Packet substantially
18 in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
19 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
21 Settlement Administrator to mail the Notice Packet by First-Class U.S. mail to all Class Members
22 within ten (10) business days of receipt of the Class and PAGA Data and List, pursuant to the terms
23 set forth in the Settlement Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
26 choose to be excluded from the Class Settlement by submitting an Exclusion Form or a timely and
27 valid letter (together, “Request for Exclusion”) in conformity with the requirements set forth in the
28 Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five

(45) calendar days from the initial mailing of the Notice Packet to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice Packet, the Response Deadline shall be extended fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to an Individual Settlement Payment and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon. However, if a Class Member is also a PAGA Member, he or she will be bound by the release of the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department CX102 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Service Award, PAGA Allocation, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs, Service Award, LWDA Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s _____ declaration, _____ by _____, to be heard at the Final Approval Hearing.

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1 15. To object to the Class Settlement, a Class Member must submit an Objection Form
2 or a written objection (together, “Notice of Objection”) on or before the Response Deadline. The
3 Notice of Objection must be signed and must contain the information that is required, as set forth in
4 the Class Notice, including and not limited to the grounds for the objection.

5 16. The Settlement is not a concession or admission, and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
10 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
12 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
13 implementation, interpretation, or enforcement of the Settlement.

14 17. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement.

19 18. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
21 Members, and retains jurisdiction to consider all further applications arising out of or connected with
22 the Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

By: _____
The Honorable Peter J. Wilson
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Sonny Le v. Balboa Water Group LLC

Superior Court of California for the County of Orange, Case No. 30-2019-01042358-CU-OE-CXC

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 and representative action settlement reached in the above-referenced case.

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Sonny Le ("Plaintiff") and Defendant Balboa Water Group LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Sonny Le v. Balboa Water Group LLC*, Orange County Superior Court, Case No. 30-2019-01042358-CU-OE-CXC ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all individuals who worked for Defendant in California as non-exempt employees at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from January 7, 2015 through December 20, 2021.

"Class Settlement" means the settlement and resolution of all Class Released Claims (described in Section III.D below).

"PAGA Members" means all individuals who worked for Defendant in California as non-exempt employees at any time during the PAGA Period.

"PAGA Period" means the period from August 5, 2020 through December 20, 2021.

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

II. BACKGROUND OF THE LAWSUIT

On January 7, 2019, Plaintiff Sonny Le commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Orange County Superior Court, Case No. 30-2019-01042358-CU-OE-CXC.

On March 28, 2019, Plaintiff filed the First Amended Class Action Complaint for Damages.

On September 10, 2021, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated, and on September 15, 2021, Plaintiff provided a follow-up notice (collectively, "LWDA Notice").

On December 30, 2021, Plaintiff filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("Operative Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks

and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff also contended that Defendant failed to properly pay minimum and overtime wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies Plaintiff’s allegations in the Action and denies that it violated any law.

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

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Sonny Le as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Three Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,362,500) (the “Gross Settlement Amount”), subject to possible increase if it is determined that the number of Class Members and/or Workweeks exceed a predetermined threshold. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount up to 35% of the Gross Settlement Amount (i.e., up to \$476,875 if the Gross Settlement Amount is \$1,362,500) and reimbursement of litigation costs and expenses in an amount up to Thirty-Five Thousand Dollars (\$35,000) to Class Counsel; (2) Service Award in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for his services in the Action; (3) the amount of One Hundred Fifty Thousand Dollars (\$150,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”); and (4) Settlement Administration Costs in an amount not to exceed Thirteen Thousand Dollars (\$13,000) to the Settlement Administrator. The PAGA Allocation will be distributed 75% (i.e., \$112,500) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$37,500) will be

distributed to PAGA Members (“PAGA Member Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on weeks worked by Class Members during the Class Period, which Defendant will calculate in a manner that credits one (1) Workweek for any period of seven consecutive calendar days, beginning on Sunday at midnight and ending on Saturday at 11:59:59 PM, during which a Class Member began at least one shift (“Workweeks”). “Non-Released Workweek(s)” means the Workweeks of Class Members who did not sign an individual release and severance agreement with Defendant. “Released Workweek(s)” means the Workweeks of Class Members who signed an individual release and severance agreement with Defendant. “Non-Released Workweek Value” means the value of a Non-Released Workweek, calculated as seventy-one point fifty-six percent (71.56%) of the Net Settlement Amount divided by all Non-Released Workweeks of all Class Members. “Released Workweek Value” means the value of a Released Workweek, calculated as twenty-eight point forty-four percent (28.44%) of the Net Settlement Amount divided by all Released Workweeks for all Class Members. Each Class Member’s Individual Settlement Share equals the total of the following: (a) his or her individual number of Released Workweeks multiplied by the Released Workweek Value and (b) his or her individual number of Non-Released Workweeks multiplied by the Non-Released Workweek Value. Settlement Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as one-third (1/3) wages, which will be reported on an IRS Form W2, and two-thirds (2/3) penalties, interests, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on Workweeks during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks worked by all PAGA Members during the PAGA Period to produce a “Weekly PAGA Value.” The Weekly PAGA Value has been multiplied by the number of Workweeks attributable to the individual PAGA Member to derive his or her Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, 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 Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- **From January 7, 2015 to December 20, 2021 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 5, 2020 to December 20, 2021 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action (*Sonny Le v. Balboa Water Group LLC*, Case No. 30-2019-01042358-CU-OE-CXC); (b) is signed by you; (c) contains your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (f) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number listed in Section IV.B below, postmarked or fax-

stamped on or before [Response Deadline]. The Settlement Administrator shall make an initial determination on all disputes, however, the Court shall have the right to review any decision made by the Settlement Administrator on such disputes.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon full funding of the Gross Settlement Amount and the Effective Date, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Class Released Claims he or she may have or had, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the Settlement and release of Class Released Claims that arise under the Fair Labor Standards Act.

Upon full funding of the Gross Settlement Amount and the Effective Date, the State of California with respect to all PAGA Members, and all PAGA Members, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all PAGA Released Claims.

“Class Released Claims” means any and all Released Claims other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the Class Period.

“PAGA Released Claims” means any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA Period.

“Released Claims” means any and all causes of action, claims, rights, damages, penalties, liabilities, expenses, and losses, pleaded in the Operative Complaint or LWDA Notice or that could have been pleaded based on the facts pleaded in the Operative Complaint or the LWDA Notice, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime and double time wages, including based on the alleged failure to include all remuneration into the calculation of the regular rate of pay, properly round Class Members’ time worked, and properly compensate for time spent purportedly off the clock, failure to pay minimum wages, including based on the alleged failure to properly round Class Members’ time worked during or at the end of employment, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite time and payroll records, failure to reimburse for purportedly necessary business-related expenses, unfair or unlawful business practices pursuant California Business and Professions Code § 17200, *et seq.* based on the aforementioned, civil penalties pursuant to PAGA, California Labor Code § 2698, *et seq.*, arising under the California Labor Code or Industrial Welfare Commission Wage Orders based on the aforementioned, any violation of the California Labor Code arising from or related to the aforementioned, including violation of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and violation of the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*), expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers’ compensation.

“Released Parties” means Defendant and any of its past and present parents, subsidiaries, affiliates, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$476,875 if the Gross Settlement Amount is \$1,362,500) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff 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. Service Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Service Award”), in recognition of his services in connection with the Action. The Service Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and/or Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars (\$13,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement Shares, Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Settlement

Class Members who do not wish to participate in the Class Settlement, must seek exclusion from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the attached Request for Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Sonny Le v. Balboa Water Group LLC*, Case No. 30-2019-01042358-CU-OE-CXC); (b) contain the full name, signature, and the last four digits of the Social

Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number below, postmarked or faxed on or before **[Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

[Fax Number]

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

C. Object to the Settlement

Class Members can object to the terms of the Class Settlement as long as they have not submitted a Request for Exclusion, by submitting a written objection, as described below, or by completing and submitting the attached Notice of Objection Form (both of which are referred to as a “Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must include: (a) the case name and number of the Action (*Sonny Le v. Balboa Water Group LLC*, Case No. 30-2019-01042358-CU-OE-CXC); (b) the objector’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number listed in section IV.B above, postmarked or faxed on or before **[Response Deadline]**.

Settlement Class Members may also present their objection orally at the Final Approval Hearing.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX102 of the Orange County Superior Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, CA 92701, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.occourts.org/>

For more information regarding how to schedule yourself to appear remotely at the Final Approval Hearing by telephone, please visit: <https://www.courtcall.com/> (charges and fees may apply)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed 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 for a fee by using the computers located at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, CA 92701. The documents filed in the Action can also

be accessed online at the Orange County Superior Court's website, known as "Public Case Access System," at the following web address:

<https://ocjustice.occourts.org/civilwebShoppingNS/Login.do;jsessionid=WqJ9HMgVbg04ZoOqp40Ea0sGKcGEkNnyf123MFmrZWfzwM0cYFux!241251178>

After navigating to the Orange County Superior Court's Public Case Access System website and clicking on 'Accept Terms,' enter Case Number '01042358' in the box provided, then enter the year '2019' in the box provided, click on the 'I'm not a robot' box and follow the instructions, and click 'SEARCH.' Thereafter, you should be able to view documents filed in the case which have been imaged by the Court and information that has been made available by the Court, for free or at a minimal charge.

The Final Approval Order and Judgment, if entered, will be posted on the Settlement Administrator's website: **[INSERT]**

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

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

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

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

TBD
[INSERT MAILING ADDRESS]
[INSERT FAX NUMBER]

I request to be excluded from the class action settlement in the matter of *Sonny Le v. Balboa Water Group LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Member, I will still be bound by the settlement and release of the PAGA Released Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

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

EXHIBIT 3

Sonny Le v. Balboa Water Group LLC,

Superior Court of California, County of Orange, Case No. 30-2019-01042358-CU-OE-CXC

NOTICE OF OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection (space is provided below for doing so), accompanied by any legal support for such objection and copies of any papers, briefs, or other documents upon which your objection is based, sign on the following page, and return this form by mail or fax to the Settlement Administrator, at the following mailing address and/or facsimile address, postmarked on or before **[RESPONSE DEADLINE]**.

TBD
[INSERT MAILING ADDRESS]
[INSERT FAX NUMBER]

I wish to object to the Class Settlement on the following grounds:

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

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, you will receive a check by U.S. Mail.