

AEGIS LAW FIRM, PC
KASHIF HAQUE State Bar No. 218672
SAMUEL A. WONG State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiff Marino Zamora, individually,
and on behalf of all others similarly situated.

[Additional counsel listed on following page]

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

MARINO ZAMORA, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

FENCESCREEN, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 30-2021-01225477-CU-OE-CXC

*Assigned for all purposes to:
Hon. Lon Hurwitz
Dept. CX101*

JOINT STIPULATION OF SETTLEMENT

BURKHALTER KESSLER CLEMENT & GEORGE LLP

Daniel J. Kessler

Joshua A. Waldman

Ros M. Lockwood

2020 Main Street, Suite 600

Irvine, California 92614

Telephone: (949) 975-7500

Facsimile: (949) 975-7501

dkessler@bkcglaw.com

jwaldman@bkcglaw.com

rockwood@bkcglaw.com

Attorneys for Defendant FENCESCREEN, INC.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Marino Zamora (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant FenceScreen, Inc.
8 (“FenceScreen” or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are
9 referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred Sixty-Five
12 Thousand Dollars (\$265,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set
15 forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Marino Zamora, individually and on*
21 *behalf of all others similarly situated v. FenceScreen, Inc.; and DOES 1 through 20, inclusive,”*
22 Case No. 30-2021-01225477-CU-OE-CXC, commenced on October 7, 2021, in the Superior Court
23 of the State of California for the County of Orange.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means April 11, 2017 through January 26, 2023.

h. “Court” means the California Superior Court for the County of Orange, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant FenceScreen, Inc.

k. “Defense Counsel” means counsel for Defendant:

l. **BURKHALTER KESSLER CLEMENT & GEORGE LLP**

Daniel J. Kessler
Joshua A. Waldman
Ros M. Lockwood
2020 Main Street, Suite 600
Irvine, California 92614
Telephone: (949) 975-7500
Facsimile: (949) 975-7501

1 m. "Disposition" means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 n. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 o. "Gross Settlement Amount" means Two Hundred Sixty-Five Thousand Dollars
8 (\$265,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All
9 payments to the Class, administration costs, attorney's fees and costs, and Incentive Award, pursuant
10 to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer's share
11 of payroll taxes arising from the payments made under this settlement shall be paid by Defendant
12 separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
13 subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement
14 Amount shall revert to Defendant.

15 p. "Incentive Award" means a monetary amount of up to Five Thousand Dollars
16 (\$5,000.00) to the Named Plaintiff, subject to Court approval, in recognition of his effort and work
17 in prosecuting the Action on behalf of Class Members, and for their general release of claims.

18 q. "Individual Settlement Payment(s)" means each Participating Class Member's
19 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
20 by the calculations provided in this Agreement.

21 r. "Individual PAGA Settlement Payment(s)" means each PAGA Group Member's
22 respective share of the 25% of the \$20,000 allocated to the settlement of PAGA claims which, subject
23 to Court approval, will be paid to PAGA Group Members pursuant to Section 3.06(f) of this
24 Agreement.

25 s. "LWDA" means The State of California Labor and Workforce Development Agency.

26 t. "LWDA Payment" means 75% of the \$20,000 allocated to the settlement of PAGA
27 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
28 this Agreement, as provided for below.

1 u. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in this Action.

5 v. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 w. “Named Plaintiff” means Marino Zamora.

9 x. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsel’s attorney’s fees and costs, Incentive Award, and LWDA
11 Payment, pursuant to Section 3.06(a)-(f) below.

12 y. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 z. “Notice Packet” means collectively and in a form substantially similar to, the Notice
16 of Class Action Settlement attached hereto as **Exhibit A**, the Opt-Out Form attached hereto as
17 **Exhibit B**, and the Objection Form attached hereto as **Exhibit C**, all subject to Court approval.

18 aa. “PAGA” means the California Private Attorneys General Act of 2004, which is
19 codified in California Labor Code §§ 2698 *et seq.*

20 bb. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
21 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
22 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court
23 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
24 remaining 25% will be distributed to PAGA Group Members.

25 cc. “PAGA Group Members” means all Class Members employed by Defendant at any
26 time during the PAGA Period.

27 dd. “PAGA Periods” means October 6, 2020 to January 26, 2023.

28

1 ee. "Participating Class Member(s)" is defined as a Class Member who does not timely
2 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
3 Settlement Amount automatically without the need to return a claim form. Each Participating Class
4 Member will be paid his/her Individual Settlement Payment.

5 ff. "Preliminary Approval Date" means the date the Court preliminarily approves the
6 Settlement embodied in this Agreement.

7 gg. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
8 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
9 Administrator for the benefit of Participating Class Members.

10 hh. "Qualifying Workweeks" means the number of weeks that Class Members worked
11 for Defendant as non-exempt employees during the Class Period.

12 ii. "Released Parties" means Defendant.

13 jj. "Response Deadline" means the deadline by which Class Members must postmark or
14 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
15 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
16 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
17 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
18 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
19 mailing.

20 kk. "Settlement Administration Costs" means all costs incurred by the Settlement
21 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
22 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
23 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
24 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for their Incentive
25 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
26 Settlement Amount.

CONTINGENT NATURE OF THE AGREEMENT

7 Because the Parties have stipulated to the certification of the Class with respect to all causes
8 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
9 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
0 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
1 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
2 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
3 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
4 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
5 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
6 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
7 to their positions with respect to the Action as if the Agreement had not been entered into. In the
8 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
9 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
0 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
1 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
2 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
3 or cited thereafter by any person or entity, including in any manner whatsoever, including without
4 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
5 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
6 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
7 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
8 Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Eve Wagner to resolve the dispute.

7 **ARTICLE III**

8 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

9 The procedure for obtaining Court approval of and implementing this Agreement shall be as
10 follows:

11 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

12 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
13 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
14 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
15 Approval Date."

16 **Section 3.02: The Settlement Administrator**

17 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
18 Settlement Administrator, including but not limited to distributing and responding to inquiries about
19 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
20 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
21 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
22 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to
23 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
24 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

25 All costs of administering the Settlement, including but not limited to all costs and fees
26 associated with preparing, issuing and mailing any and all notices to Class Members and/or
27 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
28 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax

returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

Section 3.03: Notice to Class Members

No later than five (5) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a “Class List” in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class Members shall not be required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose

1 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
3 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
4 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
5 that reasonable means be used to locate Class Members and that the Settlement Administrator be
6 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
7 Individual Settlement Payments to all Participating Class Members.

8 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
9 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
10 status report provided to the Parties.

11 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
12 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
13 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
14 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
15 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
16 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
17 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
18 procedures set forth in Section 3.06(g) below.

19 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
20 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
21 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
22 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
23 exclusion and objections that the Settlement Administrator received.

24 **Section 3.04: Responses to Notice**

25 **a. Class Member Disputes**

26 If any Class Member disagrees with Defendant's records as to his or her Qualifying
27 Workweeks during the Class Period or pay periods worked during the PAGA Period as reflected in
28 the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks and/or pay

1 periods he/she claims to have worked during the Class Period and/or PAGA Period and submit such
2 writing to the Settlement Administrator by the Response Deadline (or fifteen (15) days after the
3 Settlement Administrator re-mails the Notice to the Class Member, whichever is later), along with
4 any supporting documentation. The Notice will also provide a method for the Class Member to
5 challenge the employment data on which his or her Individual Settlement Payment is based. The
6 Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in
7 good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator
8 will be the final arbiter of the Qualifying Workweeks and/or pay periods worked for each Class
9 Member during the Class Period and/or PAGA Period based on the information provided to it.

10 **b. Requests for Exclusion from Class**

11 In order for any Class Member to validly exclude himself or herself from the Class and this
12 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
13 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
14 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
15 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
16 contain an Opt-Out Form substantially in the form attached hereto as **Exhibit B**. The date of the
17 initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked,
18 shall be conclusively determined according to the records of the Settlement Administrator. Any Class
19 Member who timely and validly requests exclusion from the Class and this Settlement will not be
20 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
21 Agreement, and will not have any right to object, appeal, or comment thereon.

22 Any Class Member who fails to timely submit a request for exclusion shall automatically be
23 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
24 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
25 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
26 and/or released in this Agreement will be extinguished.

1 **c. Objections to Settlement**

2 For any Class Member to object to this Agreement, or any term of it, the person making the
3 objection must not submit a request for exclusion (*i.e.*, must not opt out). Absent good cause found
4 by the court, any Class Member seeking to object to this Agreement should send to the Settlement
5 Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after
6 the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written
7 statement of the grounds of objection, signed by the objecting Class Member or his or her attorney,
8 along with all supporting papers. The Notice Packet shall contain an Objection Form substantially in
9 the form attached hereto as **Exhibit C**. The date of the initial mailing of the Notice Packet, and the
10 date the signed objection was postmarked, shall be conclusively determined according to the records
11 of the Settlement Administrator. The Settlement Administrator shall send any objections it receives
12 to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
13 also appear at the final approval hearing to object. The Court retains final authority with respect to
14 the consideration and admissibility of any Class Member objections.

15 **d. Encouragement of Class Members**

16 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
17 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
18 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
19 Class Members.

20 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

21 If the number of Class Members exceeds 78 by more than 10% (which is more than 85 Class
22 Members) or the number of workweeks exceeds 5,240 by more than 10% (which is more than 5,760
23 workweeks) as of the end of the Class Period, there will be a pro rata adjustment to the Gross
24 Settlement Amount equal to \$3,397.44 per additional class member or \$50.57 per additional
25 workweek, whichever is greater.

26 **Section 3.05: Final Fairness and Approval Hearing**

27 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
28 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement

and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, the Individual PAGA Settlement Payments to PAGA Group Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payment.

Within thirty (30) calendar days after the Court signs the Final Order or by January 26, 2024, whichever date comes last, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, the Individual PAGA Settlement Payments to PAGA Group Members, and the Settlement Administration Costs.

Within ten (10) calendar days after receiving Defendant's payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, the Individual PAGA Settlement Payments to PAGA Group Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the

1 National Change of Address Database to update and correct for any known or identifiable address
2 changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eighty
6 Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$88,333.33). Class
7 Counsel shall submit an application for an award of costs not to exceed Twenty Five Thousand
8 Dollars (\$25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at
9 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
10 application in these amounts. Class Counsel shall serve Defendant with copies of all documents
11 submitted in support of their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Five
22 Thousand Nine Hundred Ninety Dollars (\$5,990.00).

23 **d. Payment of Incentive Award to Named Plaintiff**

24 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Five
25 Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose. The
26 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
27 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
28

1 approves less than the amount of incentive award that Class Counsel request, the difference between
2 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

3 Because it is the intent of the Parties that the Incentive Award represent payment to Named
4 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
5 withhold any taxes from the Incentive Awards. The Incentive Award will be reported on a Form
6 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
7 authorities as required by law.

8 **e. Payment to the Labor and Workforce Development Agency**

9 In consideration of claims made under PAGA, Class Counsel will request that the Court
10 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these
11 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
12 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be
13 distributed to PAGA Group Members. Defendant will not oppose this request. The entire PAGA
14 Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any,
15 of the amount allocated to Named Plaintiff's PAGA claim in the Action, will not invalidate this
16 Agreement.

17 **f. Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
21 each Class Member. To calculate the minimum amount each Class Member will receive based on
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
23 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
24 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
25 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
26 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
27 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
28

1 individual Qualifying Workweeks worked during the Class Period by each Participating Class
2 Member.

3 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided
4 between all PAGA Group Members in proportion to the number of pay periods that each PAGA
5 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA
6 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement
7 Amount (or \$5,000) will be divided by the total number of pay periods worked by all PAGA Group
8 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded
9 up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA
10 Settlement Payment Amount will be included in his or her Notice Packet. After final approval by the
11 Court, the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata
12 basis based on the number of pay periods worked during the PAGA Period by each PAGA Group
13 Member.

14 Each Individual Settlement Payment will represent wages and penalties allocated using the
15 following formula: 20% allocated to wages; 80% allocated to interest and penalties. The PAGA
16 Settlement Amount to be distributed to PAGA Group Members are to be considered 100% penalties.
17 The amounts paid as wages shall be subject to all tax withholdings customarily made from an
18 employee's wages and all other authorized and required withholdings and shall be reported by W-2
19 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
20 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
21 withholdings other than the tax withholdings customarily made from employees' wages and shall be
22 reported by IRS 1099 forms.

23 No later than ten (10) business days after receiving the Gross Settlement Amount from
24 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
25 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
26 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
27 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
28 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the

1 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
2 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
3 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
4 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
5 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

6 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
7 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
8 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
9 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
10 Settlement Administrator is unable to obtain a valid mailing address through this process, the
11 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
12 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

13 **g. Default on Payment.**

14 Defendant's failure to fund the Gross Settlement Amount within thirty (30) calendar days
15 after the Court signs the Final Order or by January 26, 2024, whichever date comes last, shall be
16 considered a default. In the event Defendant fails to timely fund the Gross Settlement Amount, the
17 Settlement Administrator will provide notice to Class Counsel and Defendant's counsel within three
18 (3) business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the
19 default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the
20 default within the times set forth herein, Named Plaintiff may elect to enter judgment against
21 Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and
22 Named Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date
23 for such payment and reasonable attorneys' fees and costs.

24 **h. No Credit Toward Benefit Plans.**

25 The Individual Settlement Payments made to Participating Class Members under this
26 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
27 calculate any additional benefits under any benefit plans to which any Class Members may be
28 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase

plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all

Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant fully funds the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named Plaintiff's Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to reimburse business expenses (6) failure to provide accurate itemized wage statements (7) failure to pay wages upon separation of employment and within the required time; and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims").

Section 5.02: Released Claims by PAGA Group Members

Upon the date Defendant fully funds the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Settlement.

Section 5.03: Named Plaintiffs' Release of Unknown Claims

Upon the date Defendant fully funds the Gross Settlement Amount, Named Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's

1 employment with Defendant, whether known or unknown, which exist or may exist as of the Parties'
2 execution of this Agreement.

3 Section 1542 of the California Civil Code provides as follows:

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

8 Plaintiff’s general release provided herein is made with an express waiver and relinquishment
9 of any claim, right, or benefit under California Civil Code § 1542.

10 **ARTICLE VI**

11 **MISCELLANEOUS PROVISIONS**

12 **Section 6.01: Amendments or Modification**

13 The terms and provisions of this Agreement may be amended or modified only by an express
14 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
15 and approved by the Court.

16 **Section 6.02: Assignment**

17 None of the rights, commitments, or obligations recognized under this Agreement may be
18 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
19 consent of each other Party and their respective counsel. The representations, warranties, covenants,
20 and agreements contained in this Agreement are for the sole benefit of the Parties under this
21 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

22 **Section 6.03: Governing Law**

23 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
24 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
25 of laws.

26 **Section 6.04: Entire Agreement**

27 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
28 contains the entire understanding of the Parties with respect to the subject matter contained herein.

1 In case of any conflict between text contained in Articles I through VI of this Agreement and text
2 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
3 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
4 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
5 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
6 supersedes all prior agreements and understandings among the Parties with respect to the settlement
7 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
8 prior agreements or proposals.

9 **Section 6.05: Waiver of Compliance**

10 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
11 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
12 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
13 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
14 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
15 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16 **Section 6.06: Counterparts and Fax/PDF Signatures**

17 This Agreement, and any amendments hereto, may be executed in any number of counterparts
18 and any Party and/or their respective counsel may execute any such counterpart, each of which when
19 executed and delivered shall be deemed to be an original. All counterparts taken together shall
20 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
21 signature.

22 **Section 6.07: Meet and Confer Regarding Disputes**

23 Should any dispute arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, a representative of Class Counsel and a
25 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
26 to submitting such disputes to the Court.

1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
3 of each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
7 was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
10 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
11 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
12 further believe that the Settlement is and is consistent with public policy, and fully complies with
13 applicable law.

14 **Section 6.11: Headings**

15 The descriptive heading of any section or paragraph of this Agreement is inserted for
16 convenience of reference only and does not constitute a part of this Agreement and shall not be
17 considered in interpreting this Agreement.

18 **Section 6.12: Notice**

19 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
20 communications under this Agreement must be in writing and addressed as follows:

21 *To Named Plaintiff and the Class:*

22 Kashif Haque
23 Samuel A. Wong
24 Jessica L. Campbell
25 Kristy R. Connolly
26 AEGIS LAW FIRM, PC
27 9811 Irvine Center Drive, Suite 100
28 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251

 And

To Defendant:

Daniel J. Kessler
Joshua A. Waldman
Ros M. Lockwood
BURKHALTER KESSLER CLEMENT & GEORGE LLP
2020 Main Street, Suite 600
Irvine, California 92614
Telephone: (949) 975-7500
Facsimile: (949) 975-7501

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

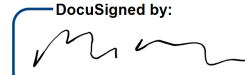
The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

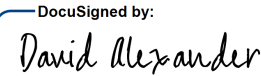
Dated: 3/5/2023

MARINO ZAMORA

DocuSigned by:

By: 328E604C60AA4F8...
Named Plaintiff

Dated: 3/14/2023

FENCESCREEN, INC.

DocuSigned by:

By: A23981D8E0E5481...
(Signature)
David Alexander
(Printed Name)
Chief Executive Officer
(Title)

1 **APPROVED AS TO FORM ONLY:**

2
3 Dated: 3/6/2023

AEGIS LAW FIRM, PC

4
5 
6 By: _____
7 Samuel Wong
8 Kristy R. Connolly

Attorneys for Named Plaintiff Marino Zamora

9 Dated: 3/15/2023

**BURKHALTER KESSLER CLEMENT &
GEORGE LLP**

10 DocuSigned by:
11 
12 By: _____
13 Daniel J. Kessler
14 Joshua A. Waldman
15 Ros M. Lockwood

Attorneys for Defendant FenceScreen, Inc.

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.*Zamora v. Fencescreen, Inc.*

Orange County Superior Court, Case No. 30-2021-01225477-CU-OE-CXC

If you worked as a non-exempt employee in California for Fencescreen, Inc. at any time from April 11, 2017 through January 26, 2023, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member in a Lawsuit brought by former employees of Fencescreen, Inc. (“Defendant”).
- The Court has preliminarily approved a class action settlement with Defendant, which will affect all non-exempt employees employed by the Defendant in California at any time between April 11, 2017 to January 26, 2023.
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you give up certain rights to sue Defendant separately for the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. May give up certain rights. If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Get no payment from it. Keep rights. If you ask to be excluded from the settlement, you won’t receive any payment from the settlement award. But you keep any rights to sue Defendant separately for the legal claims raised or that could have been raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendant in California at some point between April 11, 2017 to January 26, 2023 as a non-exempt employee. This notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Lon Hurwitz of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit. The lawsuit is known as *Zamora v. Fencescreen, Inc.*, Case No. 30-2021-01225477-CU-OE-CXC.

2. What is this lawsuit about?

This lawsuit is about whether Defendant paid non-exempt employees minimum and overtime wages, provided proper meal periods and rest periods, reimbursed necessary business expenses, paid all wages owed upon termination of employment, and provided proper wage statements as required by applicable California laws, including California's Unfair Competition Laws.

Throughout the litigation, Defendant has denied—and continues to deny—the factual and legal allegations in the case and has maintained that it has valid defenses to the claims. Defendant denies any wrongdoing and asserts that its pay practices at all times complied with the law. Defendant further denies that it owes the monies claimed in the lawsuit. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the Plaintiff. The company sued is called the Defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorney General Act" (PAGA) claim where the Plaintiff are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25% of the civil penalties. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of October 6, 2020 to January 26, 2023 (the "PAGA Period") and aggrieved employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

As part of the settlement, Plaintiff and Defendant agreed to conditionally certify the Class with respect to all of the claims Plaintiff alleged against Defendant as a class action, for settlement purposes only, and to ask the Court to approve the settlement. The Court has not ruled on the merits of these claims,

and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendant has agreed to pay \$265,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff Marino Zamora has agreed to release all of his claims in this lawsuit against Defendant.
3. Plaintiff seek the following deductions from the \$265,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$88,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$25,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$5,000.00 to Plaintiff Marino Zamora for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$xxx to cover the costs of the Settlement Administrator.
 - e. The Parties have agreed to allocate \$20,000 of the Gross Settlement Amount as PAGA civil penalties. Pursuant to PAGA, 75% of this, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining \$5,000 will be paid to PAGA Group Members, as described below.

If the Court approves each of the requested deductions from the Gross Settlement Amount, then the remaining funds are referred to as the "Net Settlement Amount." The Net Settlement Amount will be distributed to Participating Class Members. Any amounts above not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$5,000 will be set aside for Class Members who worked for Defendant in California at some point between October 6, 2020 to January 26, 2023 (“PAGA Group Members”). If you are a PAGA Group Member, you will receive a pro rata share of the \$5,000, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20%

allocated to wages and 80% allocated to penalties and interest. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All current and former non-exempt employees who are or were employed by Defendant in California at any time between April 11, 2017 through January 26, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting XXX the “Settlement Administrator”, at the designated phone number for this matter at (XXX) XXX-XXXX or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, or ask to be excluded from the settlement. These options are further explained below, including any dates by which you need to take any actions.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is . The total number of pay periods you worked during the PAGA Period is .

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks and pay periods, it is estimated your share of the settlement will be \$, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Settlement Payment checks returned as undeliverable, unclaimed, and/or uncashed 180 days after issuance and delivered checks remaining uncashed for more than 180 days after issuance will be void. The funds from any voided checks will be distributed to the State Controller Unclaimed Property Fund.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period or pay periods worked during the PAGA Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct. You will need to submit any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will attempt to resolve

any dispute based upon Defendant's records and any information you provide. Any disputes not otherwise resolved by the Settlement Administrator will be resolved by the Court. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Defendant from any and all claims that were alleged or reasonably could have been alleged based on the facts in Plaintiff's operative complaint during the period of April 11, 2017 to January 26, 2023. These claims include, but are not limited to: (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to permit rest breaks (5) failure to reimburse business expenses (6) failure to provide accurate itemized wage statements (7) failure to pay all wages due upon separation of employment; and (8) violation of Business and Professions Code §§ 17200, et seq. ("Released Claims").

Additionally, if you worked during the period of October 6, 2020 to January 26, 2023 you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Released Class Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Participating Class Member.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt out). In order to object, you may use the enclosed Notice of Objection form and mail your written objection to the Settlement Administrator at the address in Section 16 below. The objection must include a written statement of the grounds for objection, be signed by you or your authorized representative, and include all supporting papers. You must mail any written objection to the Settlement Administrator no later than [DATE]. You may also appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely Notice of Objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you will not get any money or benefits from the settlement. However, you may then be able to sue or continue to sue Defendant for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations (thus, claims may expire in a short period of time).

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to complete the enclosed Opt-Out Form requesting exclusion from the Class and mail it to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope 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 Class will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Lawyers for the Class

Samuel A. Wong
 Kashif Haque
 Jessica L. Campbell
 Kristy R. Connolly
 AEGIS LAW FIRM, PC
 9811 Irvine Center Drive, Suite 100
 Irvine, CA 92618
 Tel: 949-379-6250
Kconnolly@aegislawfirm.com

The Court decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm is called "Class Counsel" in the context of this case. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$88,333.33) in attorneys' fees, plus costs not to exceed \$25,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with Defendant, Class Counsel has requested an incentive award of up to \$5,000.00 to be paid to Plaintiff Marino Zamora for his effort in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

[ADMIN CONTACT INFORMATION]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] a.m. in Department CX104 of the Orange County Superior Court for the State of California, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic. To appear remotely, Class Members may appear at the final approval hearing by telephonic court appearance using CourtCall. To schedule an appearance online, please visit <https://courtcall.com/schedule/> or you may call (888) 882-6878 for a live operator.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time.

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. Within 30 calendar days after the Court signs the Final Order or by January 26, 2024, whichever date comes last, Defendant will transfer the Gross Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator. The Settlement Administrator will have ten calendar days after receiving Defendant's payment to mail the Individual Settlement Payments.

To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for Orange, at the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You can also view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access", then click "Accept Terms". Follow the instructions for submitting the Case Number: 30-2021-01225477. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

[ADMIN CONTACT INFORMATION]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS
ABOUT THIS NOTICE.**

EXHIBIT B

Zamora v. Fencescreen, Inc.
Orange County Superior Court, Case No. 30-2021-01225477-CU-OE-CXC

OPT-OUT FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
***** , CA *****
Fax: (***) ***-*****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR PAYMENT FROM THE SETTLEMENT.

I, _____, request to be excluded from the Settlement Class in the matter of *Zamora v. Fencescreen, Inc.*, Orange County Superior Court, Case No. 30-2021-01225477-CU-OE-CXC. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT (AND NOT RECEIVE A PAYMENT), YOU MUST MAIL THIS OPT-OUT FORM BY **[DATE]** TO THE FOLLOWING ADDRESS:

c/o [Administrator]
P.O. Box *****
***** , CA *****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT C

NOTICE OF OBJECTION**MARINO ZAMORA v. FENCESCREEN, INC.**

Superior Court of California, County of Orange
Case No. 30-2021-01225477-CU-OE-CXC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Claim Amount and you will give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement. Retain all rights you may have against TRM Manufacturing, Inc. (with the exception of claims arising under the California Private Attorneys General Act of 2004 ("PAGA")).
OBJECT	Write to the Court about why you don't agree with the settlement. The Court may or may not agree with your objection.

If you wish to object to the terms of the settlement, you must complete this Notice of Objection (or any other written statement) stating the basis for your objection, and mail or fax it, along with any documents that support your objection, to: Settlement Administrator, _____, [ADDRESS/FAX NUMBER] on or before _____, 2023.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement and release.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)