

FILED
Superior Court of California
County of Alameda

12/12/2024

Clerk of the Court, Executive Officer / Clerk of the Court

By: [Signature] Deputy

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

EMANDO ROOS, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other PAGA Members
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

SPECTRA360, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22CV005271

Honorable Brad Seligman
Department 22

CLASS ACTION

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

Reservation No. 289652831463

Date: December 13, 2024

Time: 9:30 a.m.

Dept.: 5

Complaint Filed: January 10, 2022

Trial Date: None Set

[PROPOSED] ORDER

Plaintiff Emando Roos' ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came on for hearing before this Court on December 13, 2024 at 9:30 a.m. The Court, having considered Plaintiff's Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith, and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court **GRANTS** preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff and Defendant Spectra360, Inc. ("Defendant") and attached as Exhibit 1 to the Declaration of Jill J. Parker in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds the Settlement Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the final approval hearing. All capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

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

3. The Court preliminarily finds that the Settlement Agreement, ~~including the allocations for Attorneys' Fees and Litigation Costs, Class Representative Enhancement Award, Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby,~~ appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement Agreement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced

1 against the probable outcome of further litigation relating to certification, liability, and damages
2 issues.

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

12 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
13 follows:

14 All current and former hourly-paid or non-exempt employees of Defendant who worked
15 at any Ferguson Enterprise, LLC location in the State of California at any time during
16 the period from January 10, 2018 through July 30, 2024.

17 6. For purposes of settlement only, the Court designates Plaintiff Emando Roos as the
18 Class Representative.

19 7. For purposes of settlement only, the Court designates Arby Aiwazian, Joanna Ghosh,
20 and Vartan Madoyan of Lawyers *for* Justice, PC, and Jill J. Parker, and S. Emi Minne of Parker &
21 Minne, LLP as Class Counsel.

22 8. The Court designates Simpluris, Inc. as the third-party Settlement Administrator.

23 9. The Parties are ordered to implement the Settlement Agreement according to the terms
24 of the Settlement Agreement.

25 10. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
26 the Settlement Administrator with the Class List consisting of the following information for each Class
27 Member: (1) full name; (2) last known address; (3) last known telephone number; (4) Social Security
28 number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the

1 State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the
2 PAGA Period; and (8) any other information required by the Settlement Administrator in order to
3 effectuate the terms of the Settlement.

4 11. The Court approves, as to form and content, the Notice of Class Action Settlement
5 (“Class Notice”) attached as Exhibit A to this Order. The Court finds that the Class Notice appears to
6 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
7 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
8 Class Members’ right to dispute the Workweeks credited to each of them, and of each Class Member’s
9 right and opportunity to object to the Class Settlement by sending an objection to the Settlement
10 Administrator or appearing at the Final Approval Hearing. The Court further finds that distribution
11 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
12 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
13 requirements of due process and shall constitute due and sufficient notice to all persons entitled
14 thereto. The form and method of giving notice complies fully with the requirements of California
15 Code of Civil Procedure section 382, California Civil Code section 1781, Rules 3.766 and 3.769 of
16 the California Rules of Court, the California and United States Constitutions, and other applicable
17 law.

18 12. The Court directs the Administrator to mail the Class Notice by First-Class U.S. mail
19 to all Class Members no later than seven (7) calendar days after receiving the Class List from
20 Defendant, in accordance with the terms of the Settlement Agreement.

21 13. The Court hereby approves the proposed procedure, set forth in the Settlement
22 Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be
23 excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion in
24 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
25 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class
26 Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the
27 Response Deadline will be fifteen (15) calendar days from the original sixty (60) calendar day
28 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the

1 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound
2 by the Class Settlement or have any right to object, appeal, or comment thereon. If the Settlement is
3 granted final approval, Class Members who have not submitted a timely and valid request to be
4 excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Class
5 Settlement and any final judgment based thereon, and PAGA Members will be entitled to recovery
6 from the PAGA Settlement and will be deemed to release the Released PAGA Claims, irrespective of
7 whether they opt out of the Class Settlement.

8 14. The Court further approves the procedures for Participating Class Members to object
9 to the Settlement Agreement, as set forth in the Notice and the Settlement Agreement. To object to
10 the Class Settlement, a Participating Class Member must submit a written objection to the Settlement
11 Administrator on or before the Response Deadline. ~~The objection must be signed and must contain~~
12 ~~the information that is required, as set forth in the Class Notice, including and not limited to the~~
13 ~~grounds for the objection. The procedures and requirements for filing objections in connection with~~
14 ~~the final fairness hearing are intended to ensure the efficient administration of justice and the orderly~~
15 ~~presentation of any Participating Class Member's objection to the Settlement Agreement, in~~
16 ~~accordance with the due process rights of all Class Members. Participating Class Members who wish~~
17 ~~to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class~~
18 ~~Settlement.~~

19 15. The hearing on Plaintiff's Motion for Final Approval is scheduled to take place in
20 Department 22 of this Court, located at 1221 Oak Street, Oakland, California 94612, on
21 5/20/2025, at 3pm a.m. / p.m. At the Final Approval hearing, the
22 Court will consider: (a) whether the Settlement Agreement should be finally approved as fair,
23 reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the
24 Settlement Agreement should be entered; and (c) whether Plaintiff's application for the Class
25 Representative Enhancement Award, Administration Costs, and Class Counsel's Attorneys' Fees and
26 Litigation Costs should be granted. and (d) whether to approve PAGA settlement.

27 16. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of Plaintiff's application for the Enhancement

Awards, Administration Costs, and Attorneys' Fees and Litigation Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

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

18. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement Agreement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

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

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

5 **IT IS SO ORDERED.**

6
7 DATED: 12/12/2024

By: 

The Honorable Brad Seligman
Brad Seligman, Judge
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Emando Roos v. Spectra360, Inc.

Superior Court of the State of California for the County of Alameda, Case No. 22CV005271

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Alameda. The lawsuit was filed by a former employee, Emando Roos (“Plaintiff”) against Spectra360, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), entitled *Emando Roos v. Spectra360, Inc.*, Alameda Superior Court Case No. 22CV005271 (the “Lawsuit”).

In the Lawsuit, Plaintiff seeks to represent: (1) all current and former hourly-paid or non-exempt employees of Defendant who worked at any Ferguson Enterprise, LLC location in the State of California at any time during the period from January 10, 2018 to [Date of Preliminary Approval or July 30, 2024, whichever date is earlier] (“Class Members”); and (2) all current and former hourly-paid or non-exempt employees of Defendant who worked at any Ferguson Enterprise, LLC location in the State of California at any time during the period from November 4, 2020 to [Date of Preliminary Approval or July 30, 2024, whichever date is earlier] (“PAGA Members”).

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

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.

**CHALLENGE THE
CALCULATION OF YOUR
WORKWEEKS/
PAY PERIODS**

You may Challenge the Calculation of Your Workweeks/Pay Periods.

The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks (as defined below) and how many Pay Periods (as defined below) you worked during the Class Period and the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods that you worked according to Defendant's records is stated in Section 6. If you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than **Response Deadline** as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you were employed by Defendant in California at some point during the period from January 10, 2018 to **Date of Preliminary Approval or July 30, 2024, whichever date is earlier** (the "Class Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On November 4, 2021, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that he contends were violated ("PAGA Notice"). On January 10, 2022, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. (the "Complaint") in the Superior Court for the County of Alameda. Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys' General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In his Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the period from January 10, 2018 to final judgment.

Defendant denies all of the material allegations in the Complaint and asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and PAGA Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of Four Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$412,500.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the 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) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Dollars and Zero Cents (\$7,500.00), (2) PAGA Penalties in an amount not to exceed Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00), (3) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$144,375.00), (4) Litigation Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents

(\$25,000.00), and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) of the Gross Settlement Amount has been allocated towards penalties under the PAGA ("PAGA Penalties"), of which 75% will be allocated to the LWDA ("LWDA Payment"), and the remaining 25% will be allocated to the PAGA Members ("Employee PAGA Amount").

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period, and worked at least one day ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Class Workweek Value" and multiplied each Class Member's individual Workweeks by the Estimated Class Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members") to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer's share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

6. YOUR WORKWEEKS BASED ON DEFENDANT'S RECORDS

According to Defendant's records, during the period from January 10, 2018 to [Date of Preliminary Approval or July 30, 2024, whichever date is earlier] (i.e., the Class Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Workweeks.

According to Defendant's records, during the period from November 4, 2020 to [Date of Preliminary Approval or July 30, 2024, whichever date is earlier] (i.e., the PAGA Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Workweeks.

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge ("Workweeks Dispute") to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Emando Roos v. Spectra360, Inc.*, Case No. 22CV005271); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if eligible) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ []. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

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

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Members. This will bar all Participating Class Members and PAGA Members from bringing certain claims against Defendant.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims. "Released Class Claims" means any and all wage-related claims under state, federal, or local law, that were alleged in or which could have been alleged in the Complaint based on the factual allegations in the Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the State of California, and PAGA Members waive, release, and discharge Released Parties of any and all Released PAGA Claims. "Released PAGA Claims" means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the PAGA Notice and Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

"Released Parties" means Defendant, and any of its former and/or current parents, subsidiaries, affiliates, successor and predecessor entities, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, including, without limitation, Ferguson Enterprises, LLC, as well as each of their respective officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at www.██████████. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish 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 Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8

above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Emando Roos v. Spectra360, Inc.*, Case No. 22CV005271); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

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 any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Emando Roos v. Spectra360, Inc.*, Case No. 22CV005271); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 22 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at www. [redacted]. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at the Administration Building at 1221 Oak Street, Oakland, California 94612 during business hours, or

online by visiting the following website: <https://eportal.alameda.courts.ca.gov/>.

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

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The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]

[Mailing Address]

[Telephone Number]

DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/13/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy B. Mercado
PLAINTIFF/PETITIONER: Emando Roos		
DEFENDANT/RESPONDENT: SPECTRA360, INC., a Delaware corporation		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV005271

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 12/13/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk