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Plaintiffs HANK GONZALEZ and MARK GARCIA

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CENTRAL DISTRICT, SPRING STREET COURTHOUSE
18

19 HANK GONZALES and MARK GARCIA,
20 individually, on behalf of other members of the
21 general public similarly situated, and on behalf
of aggrieved employees pursuant to the Private
Attorneys General Act of 2004 ("PAGA");

22 Plaintiff,

23 v.

24 MAINTEX, INC., a California corporation; and
25 DOES 1 through 100, inclusive;

26 Defendants.
27
28

Case No. 21STCV30676

Judge: Hon. Lawrence P. Riff
Dept: 7

**AMENDED SETTLEMENT AGREEMENT
AND STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

Date Action Filed: August 19, 2021
Trial Date: None Set

1 This Amended Settlement Agreement and Stipulation To Resolve Class Action and PAGA
2 Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve
3 the action entitled *Hank Gonzales and Mark Garcia, individually, on behalf of other members of*
4 *the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private*
5 *Attorneys General Act of 2004 (“PAGA”) v. Maintex, Inc.*, Los Angeles County Superior Court
6 Case No. 21STCV30676.

7 **DEFINITIONS**

8 1. **Action**. “**Action**” means *Hank Gonzales and Mark Garcia, individually, on behalf*
9 *of other members of the general public similarly situated, and on behalf of aggrieved employees*
10 *pursuant to the Private Attorneys General Act of 2004 (“PAGA”) v. Maintex, Inc.*, Los Angeles
11 County Superior Court Case No. 21STCV30676.

12 2. **Agreement or Settlement or Settlement Agreement**. “**Agreement**” or “**Settlement**”
13 or “**Settlement Agreement**” means this Amended Settlement Agreement and Stipulation To
14 Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Action.

15 3. **Aggrieved Employees**. “**Aggrieved Employees**” means all non-exempt employees
16 of Maintex, Inc. (“**Maintex**”) employed in California at any time during the PAGA Period.

17 4. **Attorneys’ Fees and Costs**. “**Attorneys’ Fees and Costs**” means the amount
18 authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
19 resolution of the matter, in the amount that does not exceed one-third of the Gross Settlement
20 Amount, or \$256,666.66; and (ii) reimbursement of actual costs incurred by Class Counsel in
21 connection with this Action, in an amount not to exceed twenty thousand dollars (\$20,000.00).

22 5. **Class Counsel**. “**Class Counsel**” means Justice Law Corporation.

23 6. **Class or Class Members**. “**Class**” or “**Class Members**” means all non-exempt
24 employees of Maintex employed in California at any time during the Class Period.

25 7. **Class Notice**. “**Class Notice**” means the Notice of Class Action Settlement,
26 attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

27 8. **Class Period**. “**Class Period**” means the period beginning on February 19, 2017
28 through and including May 25, 2022.

1 9. Court. “**Court**” means the Los Angeles County Superior Court, where the Action
2 is currently pending.

3 10. Defendant. “**Defendant**” means Maintex, Inc.

4 11. Defendant’s Counsel. “**Defendant’s Counsel**” means Rutan & Tucker, LLP.

5 12. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
6 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
7 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
8 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
9 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
10 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
11 and Judgment as set forth in this Agreement.

12 13. Employer’s Taxes. “**Employer’s Taxes**” means the appropriate applicable
13 employer’s taxes on the portion of the Individual Settlement Payments designated as wages that
14 must be paid by Defendant.

15 14. Enhancement Award(s). “**Enhancement Award(s)**” means the amount(s) the
16 Court authorizes to be paid to the Named Plaintiffs in addition to their Individual Settlement
17 Payments, in recognition of their efforts and work in prosecution of the Action, up to \$7,500 each.

18 15. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
19 hearing on final approval of the Settlement.

20 16. Final Order and Judgment. “**Final Order and Judgment**” means the proposed
21 order and judgment granting final approval of the Settlement, in the form substantially similar to
22 that attached as **Exhibit B** to this Agreement, which the Named Plaintiffs will submit to the Court
23 with the motion for final approval of the Settlement.

24 17. Gross Settlement Amount. “**Gross Settlement Amount**” means the total
25 settlement payment that Maintex has agreed to pay under this Agreement. The Gross Settlement
26 Amount is \$770,000.00. The Employer’s Taxes are not included in the Gross Settlement Amount
27 and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will
28 revert to Defendant for any reason.

1 18. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to
2 an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this
3 Agreement.

4 19. Individual Settlement Payment. “**Individual Settlement Payment**” means the
5 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
6 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
7 and the Individual PAGA Payment to the extent an employee is eligible.

8 20. Named Plaintiffs. “**Named Plaintiffs**” mean Hank Gonzales and Mark Garcia.

9 21. Notice Period. “**Notice Period**” means the time period commencing on the date
10 the Class Notice is mailed to the Class Members and ending forty-five (45) days thereafter unless
11 a Class Notice is re-mailed to a Class Member, in which case, the Notice Period shall end either
12 forty-five (45) days after mailing or fifteen (15) days after re-mailing, whichever is later.

13 22. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
14 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
15 Amount less Attorneys’ Fees and Costs, the Enhancement Awards, the PAGA Amount, and
16 Settlement Administration Costs.

17 23. PAGA Amount. “**PAGA Amount**” means the amount of \$100,000.00, which
18 represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA
19 Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as
20 set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$75,000.00) will
21 be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be
22 allocated to the Aggrieved Employees as the “**PAGA Payment**.”

23 24. PAGA Claims. “**PAGA Claims**” means, for the duration of the PAGA Period,
24 claims for penalties under the California Private Attorneys’ General Act (California Labor Code §
25 2698, *et seq.*) that arise from the facts, matters, transactions, or occurrences alleged, or that could
26 have been alleged, in Plaintiff Garcia’s PAGA letter to the Labor and Workforce Development
27 Agency (“**LWDA**”). Without limiting the foregoing, and in addition to the foregoing, the PAGA
28 Claims include claims premised on: unpaid wages; unpaid overtime; missed, late or short meal

1 periods; missed, late or short rest breaks; failure to provide paid sick leave, including any applicable
2 COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved
3 Employees sick pay at their base hourly rates; inaccurate wage statements; failure to timely pay
4 wages during employment and/or at the time of termination; failure to reimburse employee
5 expenses; failure to provide a day of rest; and violations of California Labor Code sections 200-204,
6 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552, 558,
7 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC California Wage Order 7-2001,
8 and all penalties available under California Labor Code section 2699 for those claims.

9 25. PAGA Period. “**PAGA Period**” means the period beginning on January 5, 2021
10 through and including May 25, 2022.

11 26. Parties. “**Parties**” means the Defendant and the Named Plaintiffs, individually and
12 on behalf of all Class Members and Aggrieved Employees.

13 27. Participating Class Member. “**Participating Class Member**” means each Class
14 Member who has not timely opted out of the Settlement pursuant to this Agreement; “**Settlement**
15 **Class**” means a class of all Participating Class Members.

16 28. Participating Class Member Payment. “**Participating Class Member Payment**”
17 means a payment to a Participating Class Member of the employee’s share of the Net Class
18 Settlement Amount as set forth in this Agreement.

19 29. Preliminary Approval Order. “**Preliminary Approval Order**” means an order
20 from the Court preliminarily approving this Settlement, in the form substantially similar to that
21 attached as **Exhibit C** to this Agreement, which the Named Plaintiffs will submit to the Court with
22 the motion for preliminary approval of the Settlement.

23 30. Released Parties. “**Released Parties**” means and includes Maintex, Inc. and its
24 respective past, present, and future predecessors, successors, assigns, affiliates, shareholders,
25 members, owners, officers, directors, investors, employees, managers, managing agents, partners,
26 affiliated companies or entities, staffing companies, parents, subsidiaries, holding companies,
27 agents, attorneys, insurers, and representatives.

31. Released Claims. “**Released Claims**” means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that: (a) arise from the facts, matters, transactions, or occurrences alleged in the operative First Amended Complaint or that could have been alleged in the operative First Amended Complaint based on such facts; or (b) arise from the facts, matters, transactions, or occurrences alleged, or that could have been alleged, in Plaintiff Garcia’s PAGA letter to the LWDA. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims premised on unpaid wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; failure to provide paid sick leave, including any applicable COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved Employees and/or Class Members sick pay at their base hourly rates; inaccurate wage statements; failure to timely pay wages during employment and/or at the time of termination; failure to reimburse employee expenses; failure to provide a day of rest; violations of California Labor Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC California Wage Order 7-2001, and all penalties available under California Labor Code section 2699 for those claims; and violation of California Business and Professions Code sections 17200, *et seq.*

32. Settlement Administration Costs. “**Settlement Administration Costs**” means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement, currently estimated to be \$11,000.00, but not to exceed \$15,000.00

33. Settlement Administrator. “**Settlement Administrator**” means CPT Group or such other third-party administrator chosen by the Parties and approved by the Court.

34. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

RECITALS

1 35. On August 19, 2021, Hank Gonzales filed a putative class action complaint against
2 Defendant Maintex in a case styled *Hank Gonzales, individually, and on behalf of other members*
3 *of the general public similarly situated v. Maintex, Inc.*, Los Angeles County Superior Court Case
4 No. 21STCV30676 (“**Complaint**”). The Complaint alleges that Defendant violated various wage-
5 and-hour laws, including: (1) failure to pay overtime wages; (2) failure to provide meal periods or
6 pay a premium in lieu of; (3) failure to provide rest breaks or pay a premium in lieu of; (4) failure
7 to pay minimum wages; (5) failure to pay all wages upon termination; (6) failure to furnish accurate
8 wage statements; (7) failure to indemnify business expenses; and (8) unfair competition.

9 36. In or around June of 2022, Plaintiff Gonzales filed a First Amended Complaint,
10 which (1) added Mark Garcia as a named plaintiff, and (2) added a PAGA claim seeking PAGA
11 penalties for all of the claims alleged in the Complaint and certain additional claims (“**FAC**”).

12 37. Defendant denies that it engaged in any misconduct in connection with the wage-
13 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
14 Defendant further denies that it has any liability of any kind associated with the claims alleged in
15 the Action. Defendant contends that it has complied with both federal and state wage-and-hour
16 laws, and all other laws regulating its relationship with the Class Members, including the Named
17 Plaintiffs.

18 38. On February 25, 2022, the Parties participated in mediation with Lisa Klerman of
19 Lisa Klerman Mediation Office (the “**Mediator**”), a respected mediator of complex wage and hour
20 actions, and with the assistance of the Mediator’s evaluations, the Parties reached the Settlement
21 that is memorialized in this Agreement.

22 39. Class Counsel has investigated the facts relating to the Action. Settlement
23 discussions were conducted at arm’s-length, a full-day mediation with a neutral third-party took
24 place, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential
25 liability and exposure in relation to the costs and risks associated with continued litigation. Based
26 on the documents produced, as well as Class Counsel’s own independent investigation and
27 evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement
28 is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and

1 circumstances, including the risk of significant delay and defenses asserted to the merits of the
2 Action. While Defendant specifically denies any liability in the Action, Defendant has agreed to
3 enter into this Settlement to avoid the costs associated with defending the Action.

4 **TERMS AND CONDITIONS**

5 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
6 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
7 the consideration and undertakings set forth below, Named Plaintiffs, individually and on behalf of
8 the Class Members, Aggrieved Employees, and the State of California, and Defendant agree that
9 the Action shall be and is finally and fully compromised and settled on the following terms and
10 conditions:

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

26 41. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
27 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure
28 Section 382, and (b) the Action may proceed as a PAGA representative action.

1 a. The Parties intend their Settlement to be contingent upon the preliminary
2 and final approval of each and every material term of this Agreement, without material
3 modification. The Parties and their respective counsel shall use their respective best efforts to
4 obtain Court approval and implement this Agreement in accordance with its terms. If the Court
5 does not so approve this Agreement, the Parties agree to meet and confer to address the Court's
6 concerns. If the Parties are unable to agree upon a resolution, the Parties intend this Agreement to
7 become null and void, and unenforceable, in which event the settlement terms set forth in this
8 Agreement, including any modifications made with the consent of the Parties, and any action taken
9 or to be taken in connection with this Agreement shall be terminated and shall become null and
10 void and have no further force or effect, and the class certified for settlement purposes pursuant to
11 this Agreement will be decertified for all purposes. In such an event, the Parties shall be jointly
12 responsible for payment of the Settlement Administrator's fees, if any, in equal amounts.

13 b. In the event the Court does not grant preliminary or final approval of the
14 Parties' Settlement, or in the event that this Agreement shall terminate or the Settlement embodied
15 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
16 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
17 the Named Plaintiffs, Class Members and Defendant, each of whom shall be restored to their
18 respective positions existing prior to the execution of this Agreement, and evidence relating to the
19 Agreement and all negotiations shall not be discoverable or admissible in the Action or any other
20 litigation. Defendant does not waive, and instead expressly reserves, its right to challenge the
21 propriety of class certification and/or the Action proceeding on a representative basis for any
22 purpose should the Court not grant preliminary or final approval of the Parties' Settlement.

23 42. Participating Class Member Release Of Claims. Upon Defendant's payment of the
24 entire Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement
25 to the Settlement Administrator, or, the date the Court grants final approval of the Settlement,
26 whichever is later, the Named Plaintiffs and all Participating Class Members hereby shall be
27 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
28

1 discharged any and all of the Released Parties from the Released Claims that arose during the Class
2 Period.

3 a. This release by the Named Plaintiffs and each Participating Class Member
4 is intended to settle any and all of the Released Claims that any of them may have against
5 Defendant or any of the Released Parties during the Class Period.

6 b. Because it is impossible or impracticable to have each Class Member
7 execute this Agreement, the Class Notice will advise all Class Members of the binding nature of
8 the release and such notice will have the same force and effect as if the Agreement were executed
9 by each Class Member.

10 43. Aggrieved Employees Release of PAGA Claim. In exchange for the PAGA
11 Amount recited in this Agreement, the Named Plaintiffs, as representatives of the State of
12 California and all Aggrieved Employees, and on behalf of their current, former, and future heirs,
13 executors, administrators, attorneys, agents, and assigns will, upon Defendant's payment of the
14 entire Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement
15 to the Settlement Administrator, or, the date the Court grants final approval of the Settlement,
16 whichever is later, forever completely release and discharge Defendant and each of the Released
17 Parties from the PAGA Claims that arose during the PAGA Period. The Aggrieved Employees
18 and the State of California will be deemed by operation of the Final Order and Judgment to have
19 agreed not to sue or otherwise make a claim against Defendant and any of the Released Parties for
20 the PAGA Claims that arose during the PAGA Period.

21 44. Full Release By The Named Plaintiffs. Upon Defendant's payment of the entire
22 Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
23 Settlement Administrator, or, the date the Court grants final approval of the Settlement, whichever
24 is later, the Named Plaintiffs fully release and discharge Defendant and the other Released Parties
25 from the Released Claims and any other claims that the Named Plaintiffs now have or claim to
26 have, or have ever had or claimed to have, against the Released Parties. Without limiting the
27 generality of the foregoing, the Named Plaintiffs specifically and expressly release to the
28 maximum extent permitted by law any claims against Defendant and the Released Parties, arising

1 out of or relating to the Named Plaintiffs' employment or the termination of their employment
2 with Defendant and any other Released Party. This general release by the Named Plaintiffs
3 includes a waiver of Named Plaintiffs' rights under Civil Code Section 1542, which provides: "A
4 general release does not extend to claims that the creditor or releasing party does not know or
5 suspect to exist in his or her favor at the time of executing the release and that, if known by him
6 or her, would have materially affected his or her settlement with the debtor or released party."

7 45. No Prior Assignments. The Named Plaintiffs represent and warrant that they have
8 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
10 action, or rights released and discharged by this Agreement.

11 46. Apportionment of Gross Settlement Amount. Subject to final Court approval and
12 the conditions specified in this Agreement, and in consideration of the mutual covenants and
13 promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of
14 \$770,000.00. The following table summarizes the allocation of the Gross Settlement Amount:

15 **Gross Settlement Amount of \$770,000.00, Allocated As Follows:**

- 16 • **\$100,000.00** for the PAGA Amount
 - 17 ○ **\$75,000.00** for the LWDA Payment.
 - 18 ○ **\$25,000.00** for payments to Aggrieved Employees on a *pro rata*
19 basis (the PAGA Payment).
- 20 • Class Counsel's Attorneys' Fees not to exceed **\$256,666.66**
- 21 • Class Counsel's Costs, currently estimated to be **\$13,799.72**, but not to exceed
22 **\$20,000.00**
- 23 • Up to **\$7,500.00** for an Enhancement Award for each Named Plaintiff
- 24 • Settlement Administration Costs, currently estimated to be **\$11,000.00**, but not
25 to exceed **\$15,000.00**
- 26 • Between approximately **\$363,333.34** and **\$373,533.62** paid to Participating
27 Class Members on a *pro rata* basis (the Net Class Settlement Amount).

28 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third
of the Gross Settlement Amount, or \$256,666.66. Class Counsel will also apply to the Court for
an award of actual costs incurred by Class Counsel not to exceed the amount of \$20,000.00. These

1 fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel
2 will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this
3 Paragraph 46.a. Except as provided in this Paragraph 46.a, each party will bear its own attorneys'
4 fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. If the
5 Court awards a lower amount(s) of Attorneys' Fees and Costs than the amount(s) requested, any
6 amount(s) not awarded will be part of the distribution to the Participating Class Members as set
7 forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

8 b. Settlement Administration Costs: At the final approval hearing, Class
9 Counsel will apply to the Court for approval of Settlement Administration Costs, currently
10 estimated to be \$11,000.00, but not to exceed the amount of \$15,000.00. The payment of
11 Settlement Administration Costs to the Settlement Administrator in the amount requested is fair
12 and reasonable in light of the services the Settlement Administrator will provide, explained in
13 detail in Paragraph 49 below. These costs are included in, and shall come from, the Gross
14 Settlement Amount. If the actual amount of Settlement Administration Costs is less than the
15 amount estimated and/or requested, the difference will be part of the distribution to the
16 Participating Class Members as set forth in this Agreement.

17 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
18 Counsel will apply to the Court for an award of up to \$7,500.00 to be paid to each Named Plaintiff
19 as an Enhancement Award for their services, for assuming the risks associated with this litigation,
20 for the time spent in assisting Class Counsel to litigate this Action, and as consideration for
21 providing a general release. Defendant will not oppose such application. The Enhancement
22 Awards are included in, and shall come from, the Gross Settlement Amount. The Named Plaintiffs
23 will be issued IRS Forms 1099 for the Enhancement Awards approved by the Court pursuant to
24 this Paragraph 46.c. The Enhancement Awards payable to the Named Plaintiffs shall be in addition
25 to any payments they may receive pursuant to Paragraph 46.e, below. If the Court awards less
26 than the amounts requested, any amount(s) not awarded will be part of the distribution to the
27 Participating Class Members as set forth in this Agreement and shall not be a reason to
28 invalidate/terminate this Agreement.

1 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
2 the Court for approval of the PAGA Amount of \$100,000.00 for claims for civil penalties asserted
3 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
4 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be
5 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be
6 allocated to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA
7 Payment allocated to each of the Aggrieved Employees will be calculated using the formula set
8 forth in Paragraph 46.e.ii. Any Class Members who worked during the PAGA Period and who opt
9 out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph
10 46.d and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA
11 Payment); and (ii) release all PAGA Claims against the Released Parties.

12 e. Individual Settlement Payments. The Individual Settlement Payments shall
13 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
14 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved
15 Employee’s *pro rata* portion of the PAGA Payment (the “**Individual PAGA Payment**”).

16 i) Participating Class Member Payment: After deducting the approved
17 amounts specified in Paragraphs 46.a-46.d above, each Participating Class Member will be entitled
18 to a *pro rata* portion of the remaining amount (the “**Net Class Settlement Amount**”). Participating
19 Class Member Payments will be calculated based on the respective number of weeks worked by
20 each Participating Class Member in a non-exempt position during the Class Period, rounded up.
21 Each Participating Class Member’s share of the Net Class Settlement Amount will be calculated by
22 dividing the number of workweeks the Participating Class Member worked in a non-exempt position
23 during the Class Period by the total number of workweeks worked by all Class Members in non-
24 exempt positions during the Class Period and multiplying this figure by the Net Class Settlement
25 Amount. The Class Notice will include the number of weeks that the Class Member worked during
26 the Class Period and the amount the Class Member is estimated to receive under the terms of the
27 Settlement. The Parties estimate there are 382 Class Members.

28

1 ii) Individual PAGA Payment: For each Aggrieved Employee, the
2 Individual Settlement Payment will also include the Aggrieved Employee's *pro rata* share of the
3 PAGA Payment. Individual PAGA Payments will be calculated based on the respective number of
4 weeks worked by each Aggrieved Employee in a non-exempt position during the PAGA Period,
5 rounded up. Each Aggrieved Employee's share of the PAGA Payment will be calculated by
6 dividing the number of workweeks the Aggrieved Employee worked in a non-exempt position
7 during the PAGA Period by the total number of workweeks worked by all Aggrieved Employees in
8 non-exempt positions during the PAGA Period and multiplying this figure by the PAGA Payment.
9 The Class Notice will include the number of weeks that the Aggrieved Employee worked during the
10 PAGA Period and the amount the Aggrieved Employee is estimated to receive under the terms of
11 the Settlement. The Parties estimate there are 225 Aggrieved Employees.

12 f. The Parties acknowledge and agree that the formula used to calculate the
13 Individual Settlement Payments (including the Participating Class Member Payments and
14 Individual PAGA Payments) does not mean that all the elements of damages, restitutionary relief,
15 and penalties alleged in the Action are not being taken into account. The above formula was
16 devised as a practical and logistical method to simplify the participation process.

17 g. Participating Class Member Payments shall be distributed only to
18 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
19 Members who opt out of the Settlement will be distributed to Participating Class Members on a
20 *pro rata* basis based on the formula set forth in Paragraph 46.e.i. Individual PAGA Payments will
21 be distributed to all Aggrieved Employees.

22 h. The Parties agree that, under no circumstances shall Defendant be obligated
23 to pay any amount under this Agreement to any Class Member other than Participating Class
24 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
25 Member opting out of the Settlement. In addition, the Parties agree that, except for the employer's
26 portion of the payroll taxes owed on the Participating Class Member Payments, under no
27 circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full
28 settlement of the Action.

1 47. No Credit Toward Benefit Plans. The Individual Settlement Payments made under
2 this Agreement will not be utilized to calculate any additional benefits under any benefit plans for
3 which any Participating Class Member or Aggrieved Employee may be eligible including, but not
4 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
5 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
6 Agreement will not affect any rights, contributions, or amounts to which any Participating Class
7 Member or Aggrieved Employee may be entitled under any benefit plans.

8 48. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
9 Class Members, Aggrieved Employees, and the Named Plaintiffs, will be paid in a net amount
10 after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

11 a. The Participating Class Member Payments shall be reported as follows:
12 (i) 20% of the amount distributed to each Participating Class Member will be considered wages,
13 and will be reported as such to each Participating Class Member on an IRS W-2 Form; (ii) 40% of
14 the amount distributed to each Participating Class Member will be considered interest on the
15 unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form
16 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be
17 considered statutory penalties, and will be reported as such to each Participating Class Member on
18 an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be
19 considered 100% penalties and will be reported on IRS Forms 1099.

20 b. Prior to mailing the Individual Settlement Payments, the Settlement
21 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
22 applicable governmental agencies sufficient amounts as may be owed by Participating Class
23 Members and Aggrieved Employees for required withholdings and taxes, including all payroll
24 taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class
25 Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties
26 understand that the Named Plaintiffs, Participating Class Members, and Aggrieved Employees
27 who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant
28

1 to this Agreement shall be solely responsible for any and all tax obligations associated with such
2 receipt.

3 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 54.b)
4 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
5 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
6 regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of
7 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
8 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
9 expenses arising from any income tax return or other reporting document that may be required by
10 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement
11 Fund.

12 d. All Parties represent and acknowledge that nothing in this Agreement
13 constitutes tax advice regarding the tax treatment of payments related to this Agreement under
14 federal, state, or local law. The Named Plaintiffs, Participating Class Members, and Aggrieved
15 Employees will assume any such tax obligations or consequences that may arise from this
16 Agreement and Class Members and Aggrieved Employees shall not seek any indemnification from
17 the Parties or any of the Released Parties in this regard. In the event that any taxing body
18 determines that additional taxes are due from any Class Member or Aggrieved Employee,
19 including the Named Plaintiffs, such Class Member or Aggrieved Employee assumes all
20 responsibility for the payment of such taxes.

21 49. Appointment of Settlement Administrator. The Settlement Administrator shall be
22 responsible for preparing, printing, and mailing the Class Notice to the Class Members; keeping
23 track of any Workweek Disputes, Opt-Out Requests, or objections from Class Members;
24 performing skip traces and remailing Class Notices and Individual Settlement Payments, including
25 Individual PAGA Payments, to Class Members and Aggrieved Employees; calculating any and all
26 payroll tax deductions as required by law; calculating each Class Member’s Individual Settlement
27 Payment, including each Aggrieved Employee’s Individual PAGA Payment; providing weekly
28 status reports to Counsel for Defendant and Class Counsel, which is to include updates on any

1 Workweek Disputes, Opt-Out Requests, or objections that have been received; providing a due
2 diligence declaration for submission to the Court prior to the final approval hearing; mailing
3 Individual Settlement Payments, including Individual PAGA Payments, to Participating Class
4 Members and Aggrieved Employees; mailing the LWDA Payment to the LWDA; distributing
5 Attorneys' Fee and Costs to Class Counsel; printing and providing Class Members, Aggrieved
6 Employees and the Named Plaintiffs with W-2 and 1099 forms as required under this Agreement
7 and applicable law; providing a due diligence declaration for submission to the Court upon the
8 completion of the Settlement; providing any funds remaining in the Settlement Fund as a result of
9 uncashed checks to the payee designated by the Parties pursuant to Code of Civil Procedure section
10 384; providing for the administration of related tax reimbursements; and for such other tasks as
11 the Parties mutually agree. There will not be a settlement website. The Parties each represent that
12 they do not have any financial interest in CPT Group or otherwise have a relationship with CPT
13 Group that could create a conflict of interest.

14 50. Notice Procedure. Within fourteen (14) calendar days after entry of the Preliminary
15 Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members
16 that identifies each Class Member by name, Social Security Number, and last-known address; and
17 specifies the number of weeks worked by each Class Member in a non-exempt position during the
18 Class Period and the PAGA Period (the "**Class List**"). Defendant will provide the Class List in
19 an Excel file or other format reasonably acceptable to the Settlement Administrator. The
20 Settlement Administrator will keep the Class List confidential and use it only for the purposes
21 described in this Agreement. This provision is in the Class Members' best interest as it preserves
22 their privacy rights, particularly where, as here, no *Belaire-West* notice has been issued and Class
23 Members have not had the opportunity to opt-out of the disclosure of their contact information.
24 Furthermore, this provision will not impede Class Counsel's ability to discharge their fiduciary
25 duties, including effectuating the terms of this Settlement.

26 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
27 search based upon the National Change of Address Database to update and correct any known or
28 identifiable address changes. The Settlement Administrator shall exercise its best judgment to

1 determine the current mailing address for each Class Member. Within fourteen (14) calendar days
2 after receipt of the Class List from Defendant, the Settlement Administrator will send the Class
3 Notice to each Class Member via First Class U.S. Mail.

4 b. The Settlement Administrator will re-mail any Class Notice returned by the
5 United States Postal Service (“USPS”) as undeliverable with a forwarding address within five (5)
6 business days of receipt of the returned Class Notice or on the expiration of the Notice Period,
7 whichever is earlier.

8 c. The Settlement Administrator will use the appropriate skip tracing and
9 National Change of Address Database searches to increase the likelihood of delivery of the Class
10 Notice to Class Members, and to re-mail the Class Notices returned by the USPS as undeliverable
11 without a forwarding address upon locating new or alternate addresses after a reasonable search. If
12 the Settlement Administrator is unable to locate a better address, the Settlement Administrator will
13 re-mail the Class Notice to the original address. The Settlement Administrator will re-mail any
14 Class Notice returned by the USPS as undeliverable without a forwarding address within ten (10)
15 business days of receipt of the returned Class Notice or on the expiration of the Notice Period,
16 whichever is earlier. The Settlement Administrator will mark on the envelope whether the Class
17 Notice is a re-mailed notice. As stated in Paragraph 21 above, if a Class Notice is re-mailed to a
18 Class Member, the Class Member’s Notice Period shall end either forty-five (45) days after mailing
19 or fifteen (15) days after re-mailing, whichever is later.

20 d. Within fifteen (15) calendar days after the close of the Notice Period, the
21 Settlement Administrator will provide the Parties with a complete and accurate accounting of the
22 number of Class Notices mailed to Class Members, the number of Class Notices returned as
23 undeliverable, the number of Class Notices re-mailed to Class Members, the number of re-mailed
24 Class Notices returned as undeliverable, the number of Class Members who objected to the
25 Settlement and copies of their submitted objections, the number of Class Members who submitted
26 valid Opt-Out Requests, and the number of Class Members who submitted invalid Opt-Out
27 Requests.

1 e. Within fifteen (15) calendar days after the close of the Notice Period, the
2 Settlement Administrator will serve on the Parties a declaration of due diligence, confirming that
3 the Class Notice was mailed to all Class Members as required by this Agreement and setting forth
4 the Settlement Administrator's compliance with its obligations under this Agreement. Class Counsel
5 will file the Settlement Administrator's declaration with the Court no later than ten (10) calendar
6 days before the Settlement Hearing. If any material changes occur after the date of the filing of the
7 Settlement Administrator's declaration but before the Settlement Hearing, the Settlement
8 Administrator will supplement its declaration.

9 51. Dispute Procedure. The Class Notice will include a procedure by which a
10 Class Member may dispute the number of workweeks allocated to the Class Member by submitting
11 a written dispute to the Settlement Administrator by the expiration of the Notice Period. Class
12 Members may submit written disputes by mailing them to the Settlement Administrator by regular
13 U.S. mail, postmarked no later than the expiration of the Notice Period ("**Workweek Dispute**").
14 A Workweek Dispute should contain the following: (i) the Class Member's full name, current
15 address, and signature; (ii) the Action name and case number; (iii) the number of workweeks the
16 Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that
17 Defendant's calculation of the workweeks for the Class Member is incorrect. However, the
18 Settlement Administrator will consider a Workweek Dispute as long as it is postmarked by the
19 expiration of the Notice Period, provides sufficient information to allow the Settlement
20 Administrator to ascertain the Class Member's identity and that the Class Member disputes the
21 number of workweeks allocated to him or her, and is accompanied by evidence showing that
22 Defendant's calculation of the workweeks for the Class Member is incorrect. Upon receipt of a
23 Workweek Dispute, the Settlement Administrator shall promptly serve Class Counsel and
24 Defendant's Counsel with a copy of the Workweek Dispute and any accompanying papers.
25 Defendant shall have the right to respond to any Workweek Disputes submitted by Class Members.
26 The Settlement Administrator will resolve the Workweek Dispute and make a final and binding
27 determination. The Settlement Administrator's determination will not be appealable or otherwise
28 challengeable. The Settlement Administrator will mail Class Members notice of the

1 determinations of their Workweek Disputes within three (3) business days of the Settlement
2 Administrator's determination. All information and documents relating to any such disputes will
3 be provided to Class Counsel.

4 a. Within fifteen (15) calendar days after the close of the Notice Period, the
5 Settlement Administrator will provide Class Counsel and Defendant's Counsel with a report listing
6 the amount of all Individual Settlement Payments, including the pro-rata portions of the PAGA
7 Payment, to be paid to Participating Class Members and Aggrieved Employees. The report to
8 Class Counsel will not include the names or contact information of Participating Class Members
9 and Aggrieved Employees.

10 52. Opt-Out Procedure. Any Class Member may opt out of the class portion of the
11 Settlement established by this Agreement. The Class Notice will include a procedure by which a
12 Class Member may opt out of the class portion of the Settlement by submitting a valid opt-out
13 request ("**Opt-Out Request**"). Class Members may submit Opt-Out Requests by mailing them to
14 the Settlement Administrator by regular U.S. mail, postmarked by the expiration of the Notice
15 Period. An Opt-Out Request should: (i) contain the Class Member's full name, current address,
16 and telephone number (ii) contain the Action name and case number; (iii) contain a written request
17 clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement;
18 (iv) be signed by the Class Member or the Class Member's legally authorized representative; and
19 (v) be postmarked on or before the expiration of the Notice Period. However, an Opt-Out Request
20 will be deemed valid as long as it is postmarked to the Settlement Administrator by the expiration
21 of the Notice Period and provides sufficient information to allow the Settlement Administrator to
22 ascertain the Class Member's identity and that the Class Member wants to opt out of the
23 Settlement.

24 a. Aggrieved Employees will not be able to opt out of the PAGA portion of
25 the Settlement described in this Agreement. The Class Notice will inform Aggrieved Employees
26 that they cannot opt out of the PAGA portion of the Settlement and will explain that an Aggrieved
27 Employee who submits a valid Opt-Out Request will be deemed to have opted out of the class
28

1 portion of the Settlement only and will still be entitled to his or her Individual PAGA Payment and
2 will release the PAGA Claims that arose during the PAGA Period.

3 b. Any Class Member who fails to submit a timely and valid Opt-Out Request
4 will be barred from opting out of this Agreement or the Settlement, unless otherwise ordered by
5 the Court. The Settlement Administrator will not consider any Opt-Out Request postmarked after
6 the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and
7 Defendant's Counsel. It shall be presumed that, if an Opt-Out Request is not postmarked on or
8 before the end of the Notice Period, the Class Member did not make the request in a timely manner.
9 A declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on
10 or before the expiration of the Notice Period shall be insufficient to overcome the conclusive
11 presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement
12 Administrator have the authority to extend the deadline for Class Members to submit a request to
13 opt out of the settlement without the Parties' joint written consent.

14 c. At the close of the Notice Period, the Settlement Administrator shall report
15 the names of all Class Members who opted out of the Settlement described in this Agreement to
16 the Parties and include this information in a declaration regarding the distribution of the Class
17 Notice that will be provided in support of Plaintiffs' Motion for Final Approval.

18 d. If Class Members representing seven percent (7%) or more of the
19 workweeks in the Class Period timely opt out of the Settlement described in this Agreement,
20 Defendant will have the sole and absolute discretion to withdraw from this Agreement within
21 fourteen (14) calendar days after Defendant receives a weekly report from the Settlement
22 Administrator providing that Class Members representing seven percent (7%) or more of the
23 workweeks in the Class Period have timely opted out of the Settlement. Defendant will provide
24 written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that
25 Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this
26 Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null
27 and void and have no further force or effect, and the class certified pursuant to this Agreement will
28 be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under

1 this provision, it shall be responsible for paying the Settlement Administrator's fees and costs. If
2 the Settlement Agreement is terminated for any other reason, including the Court's failure to grant
3 final approval of the Parties' Settlement, then Class Counsel and Defendant will be jointly and
4 equally responsible for the Settlement Administrator's fees and costs.

5 53. Objections To Settlement. Any Class Member who does not opt out of the
6 Settlement may object to the Settlement. The Class Notice will include a procedure by which a
7 Class Member may object to the class portion of the Settlement by submitting a written objection
8 to the Settlement Administrator by the expiration of the Notice Period. Class Members may submit
9 objections by mailing them to the Settlement Administrator by regular U.S. mail, postmarked by
10 the expiration of the Notice Period. The Settlement Administrator shall promptly provide a copy
11 to Class Counsel and Counsel for Defendant of any objection it receives by the close of the Notice
12 Period. Class Members who have not objected in writing may still appear and be heard at the
13 Settlement Hearing, and Class Members' valid written objections will still be considered even if
14 they do not appear at the Settlement Hearing. The Court will hear from any Class Member who
15 attends the Settlement Hearing and asks to speak, regardless of whether the Class Member has
16 submitted a written objection. Written objections to the Settlement should: (i) contain the
17 objecting Class Member's full name, current address, and telephone number; (ii) contain the
18 Action name and case number; (iii) contain a written statement clearly expressing the objecting
19 Class Member's reasons for believing the Settlement is unfair or objecting to the Settlement; (iv)
20 be signed by the objecting Class Member or the Class Member's legally authorized representative;
21 and (v) be postmarked on or before the expiration of the Notice Period. However, a written
22 objection will be deemed valid as long as it is postmarked to the Settlement Administrator by the
23 expiration of the Notice Period and provides sufficient information to allow the Settlement
24 Administrator to ascertain that the Class Member objects to the Settlement or to some term(s) of
25 the Settlement.

26 a. Class Counsel or Defendant's Counsel may, before the Final Hearing Date,
27 file responses to any written objections submitted to the Court.
28

1 b. Class Members who object to the proposed Settlement or the Agreement
2 will remain Participating Class Members and shall be deemed to have voluntarily waived their
3 right to pursue an independent remedy against Defendant and the other Released Parties. To the
4 extent any Participating Class Member objects to the proposed Settlement or Agreement and such
5 objection is overruled in whole or in part, such individuals will be bound by the Court's Final
6 Approval Order and Judgment.

7 c. In the event that any person objects to or opposes this proposed Settlement
8 or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
9 Counsel will use their best efforts to defend the Settlement.

10 d. A Class Member cannot both opt out and object to the Settlement. If a Class
11 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
12 be deemed invalid.

13 54. Funding And Distribution Of Settlement.

14 a. Within fourteen (14) calendar days of the close of the Notice Period, the
15 Settlement Administrator will provide a draft declaration to Class Counsel and Counsel for
16 Defendant setting forth: the number of Participating Class Members and Aggrieved Employees;
17 the identity of those individuals who opted out of the Settlement; the total amount payable to all
18 Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys'
19 Fees and Costs, Enhancement Awards, Settlement Administration Costs, Net Class Settlement
20 Amount, and the Employer's Taxes.

21 b. On June 30, 2023, Defendant shall remit to the Settlement Administrator:
22 (i) the Gross Settlement Amount of \$770,000.00 and (ii) the Employer's Taxes (collectively, the
23 "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement
24 Administrator will constitute the full and complete discharge of the entire obligations of Defendant
25 under this Agreement, unless anything further is requested by the Settlement Administrator to
26 ensure timely and proper disbursement. No Released Party will have any further obligation or
27 liability to the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class
28 Counsel under this Agreement, regardless of whether the Named Plaintiffs, Participating Class

1 Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement
2 Administrator set forth in this Agreement.

3 c. The distribution of Individual Settlement Payments to Participating Class
4 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt
5 of the Settlement Fund from Defendant (“**Settlement Proceeds Distribution Deadline**”). The
6 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
7 Payments, including Individual PAGA Payments, if it places in the mail Individual Settlement
8 Payments for all Participating Class Members and Individual PAGA Payments for all Aggrieved
9 Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim
10 against the Settlement Administrator, Defendant, Class Counsel, Counsel for Defendant, or any
11 other agent designated by the Named Plaintiffs or Class Counsel based upon the distribution of
12 Individual Settlement Payments made substantially in accordance with this Agreement or further
13 orders of the Court.

14 d. The distribution of the LWDA Payment, Attorneys’ Fees and Costs, the
15 Enhancement Awards, and the Settlement Administration Costs shall occur no later than twelve
16 (12) calendar days after the Settlement Administrator receives the Settlement Fund from
17 Defendant. The Settlement Administrator will not distribute Attorneys’ Fees and Costs and the
18 Enhancement Awards until after the Settlement Administrator has distributed the Individual
19 Settlement Payments to the Participating Class Members and Aggrieved Employees.

20 e. Before the Settlement Administrator mails the Individual Settlement
21 Payments, including the Individual PAGA Payments, to the Participating Class Members and
22 Aggrieved Employees, the Settlement Administrator shall update the Participating Class
23 Members’ and Aggrieved Employees’ addresses using the National Change of Address Database.
24 The Settlement Administrator will mail Individual Settlement Payments, including Individual
25 PAGA Payments, to all Participating Class Members and Aggrieved Employees, including those
26 for whom Class Notices were returned as undeliverable. With respect to returned checks directed
27 to Participating Class Members and Aggrieved Employees whose Class Notices were returned as
28 undeliverable and for whom no new addresses are ascertained, the Settlement Administrator shall

1 take no further steps. The Settlement Administrator shall re-mail all other returned checks to any
2 forwarding address provided by the USPS or, if no forwarding address is provided by the USPS,
3 shall perform a skip trace and take other reasonable steps to attempt to find a current address for
4 the Class Member and shall mail the returned check to the Class Member's ascertained current
5 address. The Settlement Administrator shall re-mail checks to ascertained current addresses within
6 seven (7) business days of the return of the check.

7 f. If a Participating Class Member's or Aggrieved Employee's check is
8 returned to the Settlement Administrator, the Settlement Administrator will conduct a skip trace
9 search to find the most up-to-date mailing address for the Class Member or Aggrieved Employee
10 and will re-mail the checks promptly. If any checks are not redeemed or deposited within ninety
11 (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard
12 indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it
13 will expire and become non-negotiable, and will offer to replace the check if it was lost or
14 misplaced. It is expressly understood and agreed that the checks for the Individual Settlement
15 Payments, including the Individual PAGA Payments, will become void and no longer available if
16 not cashed or deposited within one hundred eighty (180) calendar days after mailing. The void
17 date of each Individual Settlement Payment and Individual PAGA Payment check shall be stated
18 on the check. The funds from uncashed and voided checks will be disbursed, within two hundred
19 (200) calendar days after the checks are initially mailed, pursuant to California Code of Civil
20 Procedure § 384, to the Legal Aid Foundation of Los Angeles, a 501(c)(3) nonprofit recognized
21 by the IRS.

22 g. Defendant will not be obligated to make any payments contemplated by this
23 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
24 Date of the Agreement

25 h. Within ten (10) calendar days of the Settlement Proceeds Distribution
26 Deadline, the Settlement Administrator will provide written certification of completion of
27 settlement administration to Class Counsel and Counsel for Defendant and will serve on the Parties
28

1 a declaration providing a final report on the disbursements of all funds. Class Counsel shall file
2 the Settlement Administrator's declaration with the Court within ten (10) calendar days of receipt.

3 55. Binding Effect Of Agreement On Class Members. Subject to final Court approval
4 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
5 Participating Class Members will be bound by this Agreement.

6 56. Binding Effect Of Agreement On Aggrieved Employees and State of California.
7 The Aggrieved Employees and the State of California shall be deemed by operation of the Final
8 Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant or any
9 of the Released Parties for any of the PAGA Claims and to be bound by the release of the PAGA
10 Released Claims as set forth in this Agreement.

11 57. Provisional Approval Of Settlement. Named Plaintiffs will file a motion in the
12 Action requesting that the Court enter the Preliminary Approval Order within thirty (30) calendar
13 days of the complete execution of this Agreement. Defendant will not oppose Class Counsel's
14 motion for preliminary approval of the Settlement so long as the motion and supporting papers are
15 consistent with the terms of this Agreement. Class Counsel will provide Counsel for Defendant
16 with a reasonable opportunity to review, and provide comments to, the motion for preliminary
17 approval of the Settlement before the motion and supporting papers are filed with the Court.
18 Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval motion,
19 advise the Court if Defendant disagrees with any of the factual statements included by the Named
20 Plaintiffs in the motion and supporting papers. Counsel for Defendant will meet and confer with
21 Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

22 58. Non-Interference With Claims Procedure. The Parties and their counsel agree that
23 they will not advise or solicit any Class Members to submit Opt-Out Requests or objections to the
24 Settlement or to appeal from the Final Order or Final Judgment. Nothing in this provision shall
25 interfere with the ethical duties Class Counsel owe to the Class Members.

26 59. Motion for Final Approval. Class Counsel will file motions and memoranda in
27 support thereof for final approval of the Settlement and the following payments according to the
28 terms of this Agreement: (1) Attorneys' Fees and Costs; (2) Settlement Administration Costs; (3)

1 the Enhancement Awards; and (4) the PAGA Amount. Defendant will not oppose Class Counsel's
2 motion for final approval of the Settlement so long as the motion and supporting papers are
3 consistent with the terms of this Agreement. Class Counsel will provide Counsel for Defendant
4 with a reasonable opportunity to review, and provide comments to, the motion for final approval
5 of the Settlement before the motion and supporting papers are filed with the Court. Class
6 Counsel's motion for final approval of the Settlement, including final approval of (1) Attorneys'
7 Fees and Costs; (2) Settlement Administration Costs; (3) the Enhancement Awards; and (4) the
8 PAGA Amount, shall be filed at least sixteen (16) Court days before the final approval hearing.
9 The date, time, and location of the final approval hearing will be included in the Class Notice. If
10 there are any changes to the date, time, and/or location of the final approval hearing after the Class
11 Notice has been mailed to the Class Members, the Settlement Administrator will mail the Class
12 Members postcards noting the change(s).

13 60. Final Order and Judgment. The Named Plaintiffs will request that the Court enter,
14 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment.
15 Consistent with California Rule of Court 3.769(h), the Final Order and Judgment shall provide
16 that, after entry of Judgment, the Court shall have continuing jurisdiction over the Action for
17 purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration
18 matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules
19 and applicable law. The Settlement Administrator will mail notice of the Court's Final Order and
20 Judgment to the Participating Class Members.

21 61. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason
22 the Settlement set forth in this Agreement does not become final, the Settlement will be null and
23 void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be
24 vacated, and the Parties will be returned to the status quo prior to entering this Agreement with
25 respect to the Action, as if the Parties had never entered into this Agreement, and the class certified
26 pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the
27 Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be
28 without prejudice to the rights of any and all parties to this Agreement, and evidence relating to

1 the Agreement and all negotiations shall not be admissible or discoverable in the Action or
2 otherwise.

3 62. No Double Recovery. No person who has already released, assigned, or otherwise
4 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
5 recover under this Agreement.

6 63. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not
7 discuss, answer questions about, promote, or publicize the filing of the Action, the Parties'
8 Settlement, this Agreement and its terms, or the negotiations leading to this Agreement with
9 anyone other than the Court, the LWDA, Class Members, or those individuals necessary to
10 effectuate the terms of the Agreement. The prohibition set forth in this Paragraph 63 includes, but
11 is not limited to: (i) publication by the Named Plaintiffs or Class Counsel on any website
12 (including, without limitation, publishing on any Twitter, Facebook, or other social media account,
13 blog, or business website) of the amount or terms of the Settlement, with or without identifying
14 information; and (ii) the submission of information to Verdicts & Settlements or any other
15 publication that summarizes the results of jury verdicts and settlements.

16 a. Notwithstanding the foregoing, Class Counsel may respond to questions
17 received from, and discuss any aspect of this Agreement with the Class Members or their legal
18 representatives, the Settlement Administrator, the Court, and representatives of the California
19 LWDA.

20 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
21 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
22 effectuate this Agreement, or the online posting of documents relating to the Action by the
23 Settlement Administrator as permitted by this Agreement including the Judgment entered by the
24 Court.

25 c. Notwithstanding the foregoing, the Named Plaintiffs and Class Counsel (1)
26 may tell the public in general only that certain claims "have been resolved by the Parties;" and (2)
27 may disclose the terms of this Agreement (a) in appropriate filings with the Court in this case; (b)
28

1 where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals
2 for the purpose of preparing tax returns.

3 d. The Named Plaintiffs and Class Counsel agree that all data and information
4 informally produced by Defendant in connection with the Settlement of this Action will be
5 maintained in confidence and will not be shared with any other persons or entities.

6 e. Nothing in this provision shall impede Class Counsel's ability to discharge
7 their fiduciary duties, including effectuating the terms of the Settlement.

8 64. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
9 material changes to the material terms or conditions of Paragraphs 1 through 63 of this Agreement
10 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement,
11 in which case Defendant would not be obligated to make any payments to any Class Member or
12 Aggrieved Employee, to Class Counsel, or to the Named Plaintiffs. The Parties shall meet and
13 confer in good faith as necessary before exercising such right.

14 65. Modification In Writing. This Agreement may be altered, amended, modified or
15 waived, in whole or in part, only in a writing signed by all signatories to this Agreement and
16 approved by the Court. This Agreement may not be amended, altered, modified or waived, in
17 whole or in part, orally.

18 66. Ongoing Cooperation. The Named Plaintiffs and Defendant will execute all
19 documents and perform all acts necessary and proper to effectuate the terms of this Agreement.
20 In the event the Parties are unable to reach agreement on the form or content of any document
21 needed to implement the Settlement, or any supplemental provisions that may become necessary
22 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

23 67. Binding on Successors. This Agreement will be binding upon and will inure to the
24 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
25 legal representatives.

26 68. Entire Agreement. This Agreement constitutes the full, complete, and entire
27 understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members,
28 and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to

1 the Settlement of the Action. This Agreement supersedes any and all prior oral or written
2 understandings, agreements and arrangements between the Parties with respect to the Settlement
3 of the Action. Except for those set forth expressly in this Agreement, there are no other
4 agreements, covenants, promises, representations or arrangements between the Parties with respect
5 to the Settlement of the Action, the PAGA Claims, and the Released Claims against Defendant
6 and the Released Parties. The Parties explicitly recognize California Civil Code § 1625 and
7 California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
8 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
9 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
10 the terms of this Agreement.

11 69. Execution In Counterparts. This Agreement may be signed in one or more
12 counterparts. All executed copies of this Settlement Agreement, and photocopies of the
13 Agreement (including facsimile and e-mail copies of the signature pages), shall have the same
14 force and effect and shall be as legally binding and enforceable as the original.

15 70. Captions. The captions, section numbers, and paragraph numbers, in this
16 Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or
17 describe the scope or intent of the provisions of this Agreement.

18 71. Governing Law. This Agreement shall be interpreted, construed, enforced, and
19 administered in accordance with the laws of the State of California, without regard to conflict of
20 law rules.

21 72. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
22 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting
23 and enforcing the terms of this Agreement.

24 73. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
25 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
26 against one Party than another merely by virtue of the fact that it may have been prepared by
27 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
28 between the Parties, all Parties have contributed to the preparation of this Agreement.

1 74. Representation and Warranties. Class Counsel and the Named Plaintiffs represent
2 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class
3 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
4 Agreement. To the extent those representations are false or other attorneys do have claims for fees
5 arising out of the Action or this Settlement, Class Counsel and the Class jointly and severally agree
6 to fully indemnify Defendant for any damages it incurs as a result of those claims, including, but
7 not limited to, all attorneys' fees and costs.

8 75. Authorization to Act. Each Party to this Agreement covenants and warrants that
9 (a) such Party has full power and authority to enter into and consummate all transactions
10 contemplated by this Agreement and have duly authorized the execution, delivery and performance
11 of this Agreement and (b) the person executing this Agreement for such Party has the full right,
12 power and authority to enter into this Agreement on behalf of such Party, and the full right, power
13 and authority to execute any and all necessary instruments in connection with the Settlement, and
14 to fully bind such Party to the terms and obligations of this Agreement.

15 76. Representation By Counsel. The Parties acknowledge that each of them has been
16 represented by their respective counsel throughout all negotiations that preceded the execution of
17 this Agreement, and that this Agreement has been executed with the consent and advice of their
18 respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that
19 there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order
20 and Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
21 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
22 Plaintiffs as provided by this Agreement.

23 77. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request
24 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
25 by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

26 78. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
27 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
28 Aggrieved Employee, may recover or seek to recover any amounts for fees, costs, or disbursements

1 arising from the Action or the Gross Settlement Amount from the Released Parties except as
2 expressly provided in this Agreement.

3 79. No Reliance on Representations. The Parties have made such investigations of the
4 facts and the law pertaining to the matters described in this Agreement as they deem necessary,
5 and have not relied, and do not rely, on any statement, promise, or representation of fact or law,
6 made by any other Party, or any of their agents, employees, attorneys, or representatives, with
7 regard to any of their rights or asserted rights, or with regard to the advisability of making and
8 executing this Agreement, or with respect to any such matters. No representations, warranties, or
9 inducements have been made to any Party concerning this Agreement.

10 80. No Collateral Attack. This Agreement will not be subject to collateral attack by
11 any Class Member, Aggrieved Employee, or any recipient of the Class Notice after the Final Order
12 and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that
13 the Class Member failed for any reason to receive timely notice of the procedure for disputing the
14 calculation of their Individual Settlement Payment, or for opting out of the Settlement.

15 81. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in
16 the Action in abeyance, except such proceedings necessary to implement and complete the
17 Settlement, pending the final approval hearing to be conducted by the Court.

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IT IS SO AGREED:

PLAINTIFF HANK GONZALES

Dated: 02/22/2023

By: Hank Gonzales
Hank Gonzales
Named Plaintiff

PLAINTIFF MARK GARCIA

Dated: 02/23/2023

By: Mark Garcia
Mark Garcia
Named Plaintiff

Dated: _____

DEFENDANT MAINTEX, INC.

By: _____

Title: _____

APPROVED AS TO FORM ONLY AND AGREE TO BE
BOUND BY PARAGRAPH 63:

Dated: 2/24/23

JUSTICE LAW CORPORATION

By: D. Han
Douglas Han, Esq.
Attorney for Plaintiffs

APPROVED AS TO FORM ONLY:

Dated: _____

RUTAN & TUCKER, LLP

By: _____

Maria Z. Stearns, Esq.
Attorney for Defendant Maintex, Inc.

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IT IS SO AGREED:

PLAINTIFF HANK GONZALES

Dated: _____

By: _____
Hank Gonzales
Named Plaintiff

PLAINTIFF MARK GARCIA

Dated: _____

By: _____
Mark Garcia
Named Plaintiff

Dated: 2/22/23

DEFENDANT MAINTEX, INC.

By:  _____
Title: CEO

APPROVED AS TO FORM ONLY AND AGREE TO BE
BOUND BY PARAGRAPH 63:

Dated: _____

JUSTICE LAW CORPORATION

By: _____
Douglas Han, Esq.
Attorney for Plaintiffs

APPROVED AS TO FORM ONLY:

Dated: February 23, 2023

RUTAN & TUCKER, LLP

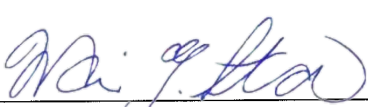
By:  _____
Maria Z. Stearns, Esq.
Attorney for Defendant Maintex, Inc.

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
Gonzales et al. v. Maintex, Inc.
Case No. 21STCV30676

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

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

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Maintex, Inc. (“**Defendant**”) for alleged wage and hour violations. The Action was filed by former employees of Defendant, named Hank Gonzales and Mark Garcia (“**Plaintiffs**”), and seeks payment of (1) wages, premiums, attorneys’ fees, costs, interest and liquidated damages for a class of all non-exempt employees of Defendant employed in California at any time during the **Class Period** (February 19, 2017, through and including May 25, 2022) (“**Class Members**”); and (2) penalties under the California Private Attorneys General Act of 2004 (“**PAGA**”) for all non-exempt employees of Defendant employed in California at any time during the **PAGA Period** (January 5, 2021, through and including May 25, 2022) (“**Aggrieved Employees**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Participating Class Member 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**”).

Based on Defendant’s records, and the Parties’ current assumptions, **your individual Participating Class Member Payment is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If zero dollars or “\$0.00” is stated for your Individual PAGA Payment, this means that according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge (“**Workweek Dispute**”) by the deadline identified below. **See Section IV of this Notice.**

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or do not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and the Released Parties (defined in Sections III(9) and III(10), below).

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

- (1) **DO NOTHING.** You don't have to do anything to participate in the proposed Settlement and be eligible for a Participating Class Member Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant and the Released Parties.
- (2) **OPT OUT OF THE CLASS SETTLEMENT.** You can exclude yourself from the Class Settlement (opt out) by submitting a written request to opt out ("**Opt-Out Request**") by the deadline identified below. If you opt out of the Settlement, you will not receive a Participating Class Member Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, even if you opt out of the Class Settlement, you will remain eligible for an Individual PAGA Payment and will release Defendant and the Released Parties from the PAGA Period penalty claims. You cannot opt out of the PAGA portion of the proposed Settlement.

**DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE
WITH RESPECT TO THE PROPOSED SETTLEMENT.**

[SEE NEXT PAGE]

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for a Participating Class Member Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert the Class Period wage claims (“Released Claims,” defined in Section III(9), below) and PAGA Period penalty claims (if applicable) (“PAGA Claims,” defined in Section III(10), below) against Defendant and the Released Parties that are covered by this Settlement.
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt-Out Deadline is [insert date].	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Settlement Administrator a written Opt-Out Request by the deadline. Once excluded, you will no longer be a Participating Class Member and will no longer be eligible for a Participating Class Member Payment. If you opt out of the Class Settlement, you cannot object to any portion of the proposed Settlement. See Section VI of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and in exchange, all Aggrieved Employees will give up their rights to pursue the PAGA Claims against Defendant and the Released Parties.
Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement. Written Objections Must be Submitted by [insert date].	Participating Class Members (i.e., all Class Members who do not opt out) can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the [insert date] Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on [insert date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks. Written Challenges Must Be Submitted by [insert date].	The amounts of your Participating Class Member Payment and your Individual PAGA Payment (if applicable) depend on how many workweeks you worked within the Class Period and PAGA Period, respectively. The number of Class Period workweeks and the number of PAGA Period workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date]. See Section IV(3) of this Notice.

I. WHAT IS THE ACTION ABOUT?

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated non-exempt employees of Defendant employed in California at any time during the Class Period. Plaintiffs and these other non-exempt employees comprise a “Class” and are “Class Members.” Those non-exempt employees of Defendant employed in California at any time during the PAGA Period are also “Aggrieved Employees.”

The Action accuses Defendant of violating California labor laws by failing to pay overtime and minimum wages; failing to provide full and timely meal and rest periods and/or pay meal and rest period premiums in lieu thereof; failing to timely pay wages during employment and/or at the time of termination; issuing non-compliant wage statements; failing to maintain complete and accurate payroll records; failing to provide paid sick leave, including any applicable COVID-19 supplemental paid sick leave, and/or improperly paying sick pay at employees’ base hourly rates of pay; failing to reimburse business expenses; failing to provide a day of rest; violating the Private Attorneys General Act of 2004 (“PAGA”); and violating California Business & Professions Code section 17200, *et seq.* Plaintiffs are represented by Justice Law Corporation (“**Class Counsel**,” whose information is included in Section IX, below).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator and participated in a mediation in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$770,000 as the Gross Settlement Amount. Under the terms of the proposed Settlement, Defendant has agreed to deposit the **Gross Settlement Amount** of seven hundred seventy thousand dollars (\$770,000) as well as the appropriate applicable employer’s taxes that Defendant must pay on the portion of the Participating Class Member Payments designated as wages (“**Employer’s Taxes**”) into an account controlled by the administrator of the Settlement (“**Settlement Administrator**”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments,

Enhancement Awards, Class Counsel's Attorneys' Fees and Costs, the Settlement Administrator's Settlement Administration Costs, and the LWDA Payment. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount and the Employer's Taxes on June 30, 2023.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Attorneys' Fees and Costs: Up to \$256,666.66 (one-third (1/3) of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Enhancement Award(s): Up to \$7,500.00 to each Plaintiff as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. The Enhancement Awards will be the only monies Plaintiffs will receive other than their Participating Class Member Payments and any Individual PAGA Payments.
 - C. Settlement Administration Costs: Up to \$15,000.00 to the Settlement Administrator for services in administering the Settlement.
 - D. PAGA Amount: Up to \$100,000.00 for PAGA penalties, allocated 75% (\$75,000.00) to the LWDA as the **LWDA Payment** and 25% (\$25,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period workweeks.

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

3. Net Class Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount ("**Net Class Settlement Amount**") by making Participating Class Member Payments to Participating Class Members based on their Class Period workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages ("Wage Portion"), 40% to interest on unpaid wages and 40% to statutory penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay Employer's Taxes.) The Individual PAGA Payments are considered 100% penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are

responsible for paying all taxes (including penalties and interest on back taxes) on any payments you receive from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Settlement Payment Checks. Every check issued for Participating Class Member Payments and Individual PAGA Payments will show the date when the check expires (i.e., the void date). The check(s) will become void and no longer available if not cashed or deposited within 180 calendar days after the date the Settlement Administrator mails the check(s) to you. If you don't cash the check(s) by the void date, your check(s) will automatically be cancelled, and the monies will be irrevocably lost to you because they will be paid to the Legal Aid Foundation of Los Angeles, a non-profit organization.
6. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you mail the Settlement Administrator an Opt-Out Request by regular U.S. mail, postmarked by [insert deadline]. Your Opt-Out Request should (i) contain your full name, current address, and telephone number; (ii) contain the Action name and case number (*Gonzales et al. v. Maintex, Inc.*, Case Number 21STCV30676); (iii) contain a written request clearly expressing your desire to be excluded from (or opt out of) the Settlement; (iv) be signed by you or your legally authorized representative; and (v) be postmarked on or before [insert deadline]. Class Members who opt out of the Class Settlement will not receive Participating Class Member Payments but will preserve their rights to personally pursue wage and hour claims against Defendant and the Released Parties.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their rights to assert the PAGA Claims against Defendant and the Released Parties.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and the Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, CPT Group, Inc. ("Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Opt-Out Requests. The Settlement Administrator will also decide Workweek Disputes, mail and re-mail settlement checks, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section IX of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid Employer's Taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you timely submitted a valid Opt-Out Request, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties

for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

Upon Defendant's payment of the entire Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, or, the date the Court grants final approval of the Settlement, whichever is later, Plaintiffs and all Participating Class Members hereby shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Claims that arose during the Class Period.

The Released Parties means and includes Maintex, Inc. and its respective past, present, and future predecessors, successors, assigns, affiliates, shareholders, members, owners, officers, directors, investors, employees, managers, managing agents, partners, affiliated companies or entities, staffing companies, parents, subsidiaries, holding companies, agents, attorneys, insurers, and representatives.

The Released Claims means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that: (a) arise from the facts, matters, transactions, or occurrences alleged in the operative First Amended Complaint or that could have been alleged in the operative First Amended Complaint based on such facts; or (b) arise from the facts, matters, transactions, or occurrences alleged, or that could have been alleged, in Plaintiff Garcia's PAGA letter to the LWDA. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims premised on unpaid wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; failure to provide paid sick leave, including any applicable COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved Employees and/or Class Members sick pay at their base hourly rates; inaccurate wage statements; failure to timely pay wages during employment and/or at the time of termination; failure to reimburse employee expenses; failure to provide a day of rest; violations of California Labor Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC California Wage Order 7-2001, and all penalties available under California Labor Code section 2699 for those claims; and violation of California Business and Professions Code sections 17200, *et seq.*

The Settlement Agreement will be binding upon and will inure to the benefit of the Parties (Plaintiffs, Participating Class Members, Aggrieved Employees, and Defendant Maintex, Inc.) and their respective successors, assigns, executors, administrators, heirs and legal representatives.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount (and separately paid Employer's Taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including Class Members who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

In exchange for the PAGA Amount recited in the Agreement, Plaintiffs, as representatives of the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon Defendant's payment of the entire Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, or, the date the Court grants final approval of the Settlement, whichever is later, forever completely release and discharge Defendant and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The Aggrieved Employees and the State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant and any of the Released Parties for the PAGA Claims that arose during the PAGA Period.

The Released Parties means and includes Maintex, Inc. and its respective past, present, and future predecessors, successors, assigns, affiliates, shareholders, members, owners, officers, directors, investors, employees, managers, managing agents, partners, affiliated companies or entities, staffing companies, parents, subsidiaries, holding companies, agents, attorneys, insurers, and representatives.

PAGA Claims means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq.*) that arise from the facts, matters, transactions, or occurrences alleged, or that could have been alleged, in Plaintiff Garcia's PAGA letter to the Labor and Workforce Development Agency ("LWDA"). Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on: unpaid wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; failure to provide paid sick leave, including any applicable COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved Employees sick pay at their base hourly rates; inaccurate wage statements; failure to timely pay wages during employment and/or at the time of termination; failure to reimburse employee expenses; failure to provide a day of rest; and violations of California Labor Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC California Wage Order 7-2001, and all penalties available under California Labor Code section 2699 for those claims.

The Settlement Agreement will be binding upon and will inure to the benefit of the Parties (Plaintiffs, Participating Class Members, Aggrieved Employees, and Defendant Maintex, Inc.) and their respective successors, assigns, executors, administrators, heirs and legal representatives.

11. Defendant Can Terminate the Settlement if Class Participation Is Too Low. If Class Members representing seven percent (7%) or more of the workweeks in the Class Period timely opt out of the Settlement, Defendant will have the sole and absolute discretion to withdraw from the Agreement. If Defendant elects to so withdraw, the Agreement will become null and void and have no further force or effect. If Defendant chooses to terminate the Agreement under this provision, Defendant will be responsible for paying the Settlement Administrator's fees and costs.

IV. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by dividing the number of workweeks the Participating Class Member worked in a non-exempt position during the Class Period by the total number of workweeks worked by all Class Members in non-exempt positions during the Class Period and multiplying this figure by the Net Class Settlement Amount.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by dividing the number of workweeks the Aggrieved Employee worked in a non-exempt position during the PAGA Period by the total number of workweeks worked by all Aggrieved Employees in non-exempt positions during the PAGA Period and multiplying this figure by the PAGA Payment.
3. Workweek Disputes. The number of workweeks you worked during the Class Period and the number of workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. **You may submit written disputes by mailing them to the Settlement Administrator by regular U.S. mail, postmarked no later than [insert date].** Section IX of this Notice has the Settlement Administrator's contact information.

A Workweek Dispute should contain the following: (i) your full name, current address, and signature; (ii) the Action name and case number (*Gonzales et al. v. Maintex, Inc.*, Case Number 21STCV30676); (iii) the number of workweeks you believe is correct; and (iv) documentary evidence sufficient to prove that Defendant's calculation of the number of workweeks is incorrect. However, the Settlement Administrator will consider a Workweek Dispute as long as it is postmarked by [insert date], provides sufficient information to allow the Settlement Administrator to ascertain your identity and that you dispute the number of workweeks allocated to you, and is accompanied by evidence showing that Defendant's calculation of the number of workweeks is incorrect.

The Settlement Administrator will resolve the Workweek Dispute and make a final and binding determination. The Settlement Administrator's determination will not be appealable or otherwise challengeable. The Settlement Administrator will mail Class Members notice of the determinations of their Workweek Disputes within three (3) business days of the Settlement Administrator's determination.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will mail a check to all Participating Class Members, including those who also qualify as Aggrieved Employees, for their Participating Class Member Payments.
2. Aggrieved Employees. The Settlement Administrator will mail a check to all Aggrieved Employees for their Individual PAGA Payments.

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

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VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Settlement, you must mail a valid Opt-Out Request to the Settlement Administrator by regular U.S. mail, postmarked by [insert date]. An Opt-Out Request should: (i) contain your full name, current address, and telephone number; (ii) contain the Action name and case number (*Gonzales et al. v. Maintex, Inc.*, Case Number 21STCV30676); (iii) contain a written request clearly expressing your desire to be excluded from (or opt out of) the Settlement; (iv) be signed by you or your legally authorized representative; and (v) be postmarked on or before [insert date]. However, an Opt-Out Request will be deemed valid as long as it is postmarked to the Settlement Administrator by [insert date] and provides sufficient information to allow the Settlement Administrator to ascertain your identity and that you want to opt out of the Settlement. Section IX of this Notice has the Settlement Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the [date] Final Approval Hearing, Class Counsel will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Costs and Plaintiffs' Enhancement Awards, stating (i) the amounts Class Counsel are requesting for attorneys' fees and costs; and (ii) the amounts Plaintiffs are requesting as Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: <https://www.lacourt.org>.

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Costs and Plaintiffs' Enhancement Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. You may object to the Settlement either in writing or in person at the Final Approval Hearing. **To object to the Settlement in writing, you must mail a valid objection to the Settlement Administrator by regular U.S. mail, postmarked by [insert date].** Your valid written objection will be considered even if you do not appear at the Final Approval Hearing. Written objections to the Settlement should: (i) contain your full name, current address, and telephone number; (ii) contain the Action name and case number (*Gonzales et al. v. Maintex, Inc.*, Case Number 21STCV30676); (iii) contain a written statement clearly expressing your reasons for believing the Settlement is unfair or objecting to the Settlement; (iv) be signed by the you or your legally authorized representative; and (v) be postmarked on or before [insert date]. However, a written objection will be deemed valid as long as it is postmarked to the Settlement Administrator by [insert date] and provides sufficient information to allow the Settlement Administrator to ascertain that you object to the Settlement or to some term(s) of the Settlement. Section IX of this Notice has the Settlement Administrator's contact information.

Alternatively, you may appear and object (or personally retain a lawyer to object at your own cost) at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak, regardless of whether the Class Member has submitted a written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

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VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either in person or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Follow the instructions on the Court's LACourtConnect site to schedule a virtual appearance within 30 days of the hearing.

It is possible the Court will reschedule the Final Approval Hearing. If there are any changes to the time, date, and/or location of the Final Approval Hearing, the Settlement Administrator will mail you a postcard noting the change(s). You can also view information on the time, date, and location of the Final Approval Hearing on the Court's website by going to <http://www.lacourt.org/casesummary/ui/index.aspx>, entering the case number for the Action (Case Number 21STCV30676), and selecting "Stanley Mosk Courthouse" as the "Filing Courthouse." This will take you to the "Case Access" page for the Action, where you can find the time, date, and location of the Final Approval Hearing under "Future Hearings."

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. If you would like to read the Agreement, the Judgment or any other Settlement documents, you can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx>, entering the Case Number for the Action (Case Number 21STCV30676), and selecting "Stanley Mosk Courthouse" as the "Filing Courthouse." This will take you to the "Case Access" page for the Action, where you can select "Click here to access document images for this case" under "Case Information." This will take you to the "Login" page. Select "Continue as Guest," then enter the Case Number for the Action (Case Number 21STCV30676). You may then select the document(s) you would like to download. You will need to enter your email address and pay for the documents you would like to download.

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

Class Counsel

Douglas Han

ghan@justicelawcorp.com

Shunt Tatavos-Gharajeh

statavos@justicelawcorp.com

JUSTICE LAW CORPORATION

751 N. Fair Oaks Avenue, Suite 101

Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

Settlement Administrator

CPT Group, Inc.

[Insert Email Address]

[Insert Mailing Address]

[Insert Telephone Number]

[Insert Fax Number]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the original check. If your check is already void you will have no way to recover the money.

XI. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT, SPRING STREET COURTHOUSE

HANK GONZALES and MARK GARCIA,
individually, on behalf of other members of the
general public similarly situated, and on behalf
of aggrieved employees pursuant to the Private
Attorneys General Act of 2004 (“PAGA”),

Plaintiffs,

v.

MAINTEX, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV30676

ASSIGNED FOR ALL PURPOSES TO:
HON. LAWRENCE P. RIFF,
DEPT. 7

**[PROPOSED] ORDER OF
FINAL APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, AWARD OF FEES, COSTS,
AND INCENTIVE AWARD**

Hearing Date: ☒
Hearing Time: ☒
Dept.: 7

Date Action Filed: August 19, 2021
FAC Filed: May 23, 2022
Trial Date: None Set

1 This matter having come before the Court on _____, 20__ for a scheduled
2 Final Approval Hearing and entry of an Order Granting Final Approval of Class Action Settlement
3 (“Final Order”) consistent with the Court’s _____, 20__ Preliminary Approval Order,
4 and as set forth in the Parties’ Settlement Agreement and Stipulation To Resolve Class Action and
5 PAGA Claims (the “Settlement Agreement,” “Agreement,” or “Settlement”), and due and adequate
6 notice having been given to Class Members as required by the Preliminary Approval Order, and the
7 Court having considered all papers filed and proceedings herein, and having received no objections
8 to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable,
9 and otherwise being fully informed and good cause appearing therefor,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. The Settlement Agreement and Stipulation To Resolve Class Action and PAGA
12 Claims (the “Settlement Agreement,” “Agreement,” or “Settlement”) shall be incorporated into this
13 Final Order as though all terms therein are set forth in full. Unless otherwise provided herein, all
14 capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

15 2. Consistent with the definition provided in the Settlement Agreement, the Class
16 consists of all non-exempt employees of Maintex, Inc. employed in California at any time during
17 the period beginning on February 19, 2017 through and including May 25, 2022.

18 3. The following individuals have excluded themselves from the class portion of the
19 Settlement and, therefore, are not Participating Class Members and are not bound by the terms of
20 the class portion of the Settlement: [list individuals]. The following individuals are also Aggrieved
21 Employees and remain subject to the PAGA portion of the Settlement: [list individuals].

22 4. Because adequate notice has been disseminated and all potential Class Members
23 have been given an opportunity to object to or opt out of the Settlement, the Court has jurisdiction
24 over the subject matter of this proceeding and over all Parties to this proceeding, including all Class
25 Members. In addition, the Court has personal jurisdiction over all Class Members with respect to
26 the Action and the Settlement.

1 5. Distribution of the Class Notice directed to the Class Members, as set forth in the
2 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
3 including individual notice to all Class Members who could be identified through reasonable effort,
4 and the best notice practicable under the circumstances. The Class Notice provided due and
5 adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
6 including the proposed Settlement as set forth in the Settlement Agreement, and fully satisfied the
7 requirements of California law, the California and United States Constitutions (including the Due
8 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
9 rule 3.766, and any other applicable law. The Class Notice also provided due and adequate notice
10 to Class Members of their right to exclude themselves from the Settlement, as well as their right to
11 object to any aspect of the proposed Settlement.

12 6. For the reasons set forth in the Preliminary Approval Order and in the transcript of
13 the proceedings of the preliminary approval hearing, which are adopted and incorporated herein by
14 reference, the Court hereby finds the Settlement was entered into in good faith and further finds that
15 the Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and
16 the Participating Class Members and Aggrieved Employees. Named Plaintiffs have satisfied the
17 standards and applicable requirements for final approval of this class action Settlement under
18 California law, including the provisions of California Code of Civil Procedure section 382,
19 California Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for use by the
20 California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

21 7. The Court hereby approves the settlement terms set forth in the Settlement
22 Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs
23 the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.
24 The Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
25 arm's-length negotiations. In granting final approval of the Settlement Agreement, the Court
26 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
27 allocation of settlement proceeds among the Participating Class Members and Aggrieved
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1 Employees, and the fact that a settlement represents a compromise of the Parties' respective
2 positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the
3 terms of the Settlement Agreement had no obvious deficiencies and did not improperly grant
4 preferential treatment to any individual Class Member. Accordingly, the Court finds that the
5 Settlement Agreement was entered into in good faith. The Court hereby makes final its earlier
6 provisional certification of the Class, as set forth in the Preliminary Approval Order.

7 8. Upon the Settlement Administrator's receipt of the entire Gross Settlement Amount
8 and the Employer's Taxes necessary to effectuate the Settlement from Defendant, the Named
9 Plaintiffs and all Participating Class Members, and on behalf of their respective successors,
10 assigns, executors, administrators, heirs and legal representatives, shall be deemed to have fully,
11 finally, and forever released, settled, compromised, relinquished and discharged any and all of the
12 Released Parties of and from any and all Released Claims that arose during the Class Period. This
13 release by the Named Plaintiffs and each Participating Class Member, and on behalf of their
14 respective successors, assigns, executors, administrators, heirs and legal representatives, is
15 intended to settle any and all of the Released Claims, whether known or unknown, that any of them
16 may have against the Released Parties during the Class Period. In addition, upon the Settlement
17 Administrator's receipt of the entire Gross Settlement Amount and the Employer's Taxes
18 necessary to effectuate the Settlement from Defendant, the Named Plaintiffs, as representatives of
19 the State of California and all Aggrieved Employees, and on behalf of their current, former, and
20 future heirs, executors, administrators, attorneys, agents, and assigns will forever completely
21 release and discharge each of the Released Parties from the PAGA Claims that arose during the
22 PAGA Period.

23 9. Upon the Settlement Administrator's receipt of the Gross Settlement Amount and
24 the Employer's Taxes necessary to effectuate the Settlement from Defendant, the Named Plaintiffs
25 and the Participating Class Members shall be permanently enjoined and forever barred from
26 prosecuting any and all Released Claims against the Released Parties, and the Aggrieved
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1 Employees shall be permanently enjoined and forever barred from prosecuting any and all PAGA
2 Claims against the Released Parties.

3 10. Released Claims means, for the duration of the Class Period, any and all claims
4 against Defendant and the other Released Parties that: (a) arise from the facts, matters, transactions,
5 or occurrences alleged in the Action or that could have been alleged in the Action based on such
6 facts; or (b) arise from the facts, matters, transactions, or occurrences alleged, or that could have
7 been alleged, in Plaintiff Garcia's PAGA letter to the LWDA. Without limiting the foregoing, and
8 in addition to the foregoing, the Released Claims include claims premised on unpaid wages; unpaid
9 overtime; missed, late or short meal periods; missed, late or short rest breaks; failure to provide
10 paid sick leave, including any applicable COVID-19 supplemental paid sick leave, and/or that
11 Defendant improperly paid Aggrieved Employees and/or Class Members sick pay at their base
12 hourly rates; inaccurate wage statements; failure to timely pay wages during employment and/or
13 at the time of termination; failure to reimburse employee expenses; failure to provide a day of rest;
14 violations of California Labor Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7,
15 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
16 1199, 2800, 2802, IWC California Wage Order 7-2001, and all penalties available under California
17 Labor Code section 2699 for those claims; and violation of California Business and Professions
18 Code sections 17200, *et seq.*

19 11. PAGA Claims means, for the duration of the PAGA Period, claims for penalties
20 under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq.*) that:
21 (a) arise from the facts, matters, transactions, or occurrences alleged in the Action or that could
22 have been alleged in the Action based on such facts; or (b) arise from the facts, matters,
23 transactions, or occurrences alleged, or that could have been alleged, in Plaintiff Garcia's PAGA
24 letter to the Labor and Workforce Development Agency ("LWDA"). Without limiting the
25 foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on: unpaid
26 wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; failure
27 to provide paid sick leave, including any applicable COVID-19 supplemental paid sick leave,
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1 and/or that Defendant improperly paid Aggrieved Employees sick pay at their base hourly rates;
2 inaccurate wage statements; failure to timely pay wages during employment and/or at the time of
3 termination; failure to reimburse employee expenses; failure to provide a day of rest; and violations
4 of California Labor Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2,
5 248.5, 248.6, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800,
6 2802, IWC California Wage Order 7-2001, and all penalties available under California Labor Code
7 section 2699 for those claims.

8 12. Released Parties means and includes Maintex, Inc. and its respective past, present,
9 and future predecessors, successors, assigns, affiliates, shareholders, members, owners, officers,
10 directors, investors, employees, managers, managing agents, partners, affiliated companies or
11 entities, staffing companies, parents, subsidiaries, holding companies, agents, attorneys, insurers,
12 and representatives.

13 13. Upon the Settlement Administrator's receipt of the entire Gross Settlement Amount
14 and the Employer's Taxes necessary to effectuate the Settlement from Defendant, the Named
15 Plaintiffs shall be deemed to have fully released and discharged Defendant and the other Released
16 Parties from the Released Claims, the PAGA Claims, to the extent applicable, and any other claims
17 that the Named Plaintiffs now have or claim to have, or have ever had or claimed to have, against
18 the Released Parties.

19 14. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
20 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
21 alleged in the Action, nor is this Final Order a finding of the validity of any claims in the Action, or
22 of any wrongdoing by Defendant or any of the other Released Parties.

23 15. The Court hereby confirms Justice Law Corporation as Class Counsel for the Action,
24 and finds that Class Counsel has adequately represented the Class for purposes of entering into and
25 implementing the Settlement.

26 16. The Court hereby finds the \$770,000.00 Gross Settlement Amount provided for
27 under the Settlement to be fair and reasonable. Defendant is required to make all payments
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1 necessary to fund the Gross Settlement Amount in accordance with the terms of the Settlement
2 Agreement. The appropriate applicable employer's taxes on the portion of the Individual Settlement
3 Payments designated as wages ("Employer's Taxes") shall be paid by Defendant separately from
4 and in addition to the Gross Settlement Amount.

5 17. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
6 set forth in Class Counsel's application, an award of Attorneys' Fees and Costs, as final payment for
7 and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
8 Counsel, is hereby granted as follows: (1) attorneys' fees in the amount of \$256,666.66 to Class
9 Counsel for litigation and resolution of the Action; and (2) reimbursement of actual costs incurred
10 by Class Counsel in connection with the Action, in the amount of \$20,000.00. The Court finds that
11 Class Counsel's request falls within the range of reasonableness and that the result achieved justifies
12 the award and that the requested expenses were reasonably incurred. The payment of fees and costs
13 to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of
14 the Settlement Agreement. The Court shall examine the final accounting at a Compliance Hearing
15 set on _____, 20__ at ___ a.m./p.m. in Department 7. No later than five (5) court
16 days before the Compliance Hearing date, Plaintiffs shall file a declaration regarding compliance.

17 18. It is hereby ordered that Enhancement Awards of \$7,500.00 each for the Named
18 Plaintiffs Hank Gonzales and Mark Garcia are fair and reasonable as enhancement awards for their
19 services, for assuming the risks associated with this litigation, for the time spent in assisting Class
20 Counsel to litigate this Action, and as consideration for providing a general release.

21 19. The Court also approves, and orders payment of, the PAGA Amount of \$100,000.00,
22 for claims for civil penalties asserted under PAGA, seventy-five percent (75%) of which
23 (\$75,000.00) will be paid to the LWDA as the LWDA Payment, and twenty-five percent (25%) of
24 which (\$25,000.00) will be paid to the Aggrieved Employees on a pro-rata basis pursuant to the
25 terms of the Settlement Agreement as the PAGA Payment. The PAGA Amount shall be paid from
26 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

1 20. The Court further approves the payment of Settlement Administration Costs in the
2 amount of \$15,000.00 to CPT Group to cover the costs of settlement administration as provided for
3 in the Settlement Agreement. The Settlement Administration Costs shall be paid from the Gross
4 Settlement Amount in accordance with the terms of the Settlement Agreement.

5 21. The Court finds the Participating Class Member Payments from the Net Class
6 Settlement Amount and the Individual PAGA Payments from the PAGA Amount as provided for
7 under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
8 orders the calculations to be made and the payments to be administered to the Participating Class
9 Members and Aggrieved Employees in accordance with the terms of the Settlement Agreement. It
10 is also hereby ordered that, 180 days after the date the Settlement Payment checks are mailed to the
11 Class, any checks that have not been cashed or deposited will become void and no longer available,
12 and, within 200 days from when the checks are mailed, the funds from any uncashed and voided
13 checks will be tendered to the Legal Aid Foundation of Los Angeles.

14 22. Paragraphs 16-21 of this Final Order cover all payments to be made pursuant to the
15 terms of the Settlement Agreement, claims for attorneys' fees and expenses, costs or disbursements
16 incurred by Class Counsel or any other counsel representing Named Plaintiffs or other Class
17 Members, or incurred by Named Plaintiffs or the Class Members, or any of them, in connection with
18 or related in any manner to the Action, the Settlement, the administration of the Settlement, and the
19 Released Claims and PAGA Claims. Defendant shall not be required to pay any additional amounts
20 in connection with the Settlement other than those amounts specifically set forth in the Settlement
21 Agreement.

22 23. If the Settlement does not become final and effective in accordance with the terms
23 of the Settlement Agreement, then this Final Order and all orders entered in connection herewith,
24 including the accompanying Judgment, shall be rendered null and void and shall be vacated.

25 24. Without affecting the finality of the Settlement, this Order, or the accompanying
26 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
27 continuing jurisdiction over the Action and the Parties, including all Participating Class Members
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1 and Aggrieved Employees, for the administration, implementation, consummation, enforcement and
2 interpretation of the Settlement Agreement, this Final Order, and the Judgment, and for any other
3 necessary purpose.

4 25. The terms of the Settlement Agreement, this Final Order, and the Judgment are
5 binding on the Named Plaintiffs and all other Participating Class Members and Aggrieved
6 Employees, as well as their heirs, executors and administrators, successors and assigns, and those
7 terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits
8 or other proceedings maintained by or on behalf of any such persons, to the extent those claims,
9 lawsuits or other proceedings assert Released Claims, whether known or unknown, as set forth in
10 Paragraphs 42, 43, 44, 45, 55, 56, and 67 of the Settlement Agreement.

11 26. Neither this Final Order, the Judgment, nor the Settlement Agreement (nor any other
12 document referred to herein, nor any action taken to carry out this Final Order) is, may be construed
13 as, or may be used as, an admission or concession by or against Defendant or the Released Parties
14 of the validity of any claim or any actual or potential fault, wrongdoing or liability. Entering into
15 or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall
16 not be construed as, or deemed evidence of, an admission or concession as to Defendant's denials
17 or defenses and shall not be offered or received in evidence in any action or proceeding against any
18 Party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except
19 as evidence of the Settlement or to enforce the provisions of this Final Order, the Judgment and the
20 Settlement Agreement; *provided, however*, that this Final Order, the Judgment, and the Settlement
21 Agreement may be filed in any action against or by Defendant or the Released Parties to support a
22 defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
23 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
24 defense or counterclaim.

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27. There is no reason to delay the enforcement of this Order and the Judgment.

IT IS SO ORDERED.

Dated: _____, 20__

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
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11 HANK GONZALES and MARK GARCIA,
12 individually, on behalf of other members of
13 the general public similarly situated, and on
14 behalf of aggrieved employees pursuant to the
Private Attorneys General Act of 2004
("PAGA");

15 Plaintiffs,

16 v.

17 MAINTEX, INC., a California corporation;
18 and DOES 1 through 100, inclusive;

19 Defendants.
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Case No.: 21STCV30676

Assigned for All Purposes to:
Honorable Lawrence P. Riff
Department 7

CLASS ACTION

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Hearing Date: March 20, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 7

Complaint Filed: August 19, 2021
FAC Filed: May 23, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Lawrence P. Riff presiding, on March 20, 2023. The Court having considered the
4 papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. The following Class is conditionally certified for purposes of settlement only: all
6 non-exempt employees of Maintex, Inc. (“Defendant”) employed in California at any time during
7 the period beginning on February 19, 2017 through and including May 25, 2022 (“Class,” “Class
8 Members,” and “Class Period”).

9 2. The Court grants preliminary approval of the settlement based upon the terms set
10 forth in the Amended Settlement Agreement and Stipulation to Resolve Class Action and PAGA
11 Claims (“Settlement Agreement,” “Agreement,” or “Settlement”) attached hereto as “**EXHIBIT**
12 **1.**” Capitalized terms shall have the definitions set forth in the Settlement Agreement.

13 3. The settlement embodied in the Settlement Agreement appears to be fair,
14 adequate, and reasonable to the Class. The Settlement falls within the range of reasonableness
15 and appears to be presumptively valid, subject only to any objections that may be raised at the
16 final approval hearing and final approval by this Court.

17 4. Plaintiffs Hank Gonzales and Mark Garcia (collectively, “Plaintiffs”) are
18 conditionally approved as the representatives for the Class.

19 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are
20 conditionally approved as Class Counsel for the Class.

21 6. A final approval hearing on the question of whether the Settlement, the Attorneys’
22 Fees and Costs, and the Enhancement Awards should be finally approved as fair, reasonable, and
23 adequate as to all Class Members who do not timely opt out of the Settlement (“Participating
24 Class Members”) is scheduled on the date and time set forth in paragraph 13 below.

25 7. The Court confirms CPT Group, Inc. (“CPT Group”) as the Settlement
26 Administrator.

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1 8. The proposed payment of Settlement Administration Costs, in an amount
2 currently estimated to be \$11,000.00 but not to exceed \$15,000.00, to CPT Group for its services
3 is conditionally approved.

4 9. The Court also hereby conditionally approves payment from the Gross Settlement
5 Amount of the PAGA Amount in the amount of \$100,000.00 that the Parties have allocated to
6 the settlement of the PAGA Claims. Seventy-five percent (75%) of the PAGA Amount
7 (\$75,000.00) will be paid to the California Labor and Workforce Development Agency
8 (“LWDA”) as the LWDA Payment, and the remaining twenty-five percent (25%) of the PAGA
9 Amount (\$25,000.00) will be distributed to the Aggrieved Employees, meaning all non-exempt
10 employees of Defendant employed in California at any time during the period beginning on
11 January 5, 2021 through and including May 25, 2022 (“PAGA Period”), on a pro-rata basis as
12 Individual PAGA Payments.

13 10. The Court approves, as to form and content, the amended Notice of Class Action
14 Settlement (“Class Notice”), as attached as “**EXHIBIT A**” to the Settlement Agreement. The
15 Court also approves the procedure for Class Members to participate in, to opt out of, and to object
16 to the Settlement as set forth in the Class Notice.

17 11. The Court directs the mailing of the Class Notice to all identified Class Members
18 via first-class regular U.S. mail in accordance with the implementation schedule set forth in
19 paragraph 13 below. The Court finds that the dates selected for the mailing and distribution of
20 the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due
21 process, provide the best notice practicable under the circumstances, and shall constitute due and
22 sufficient notice to all persons entitled.

23 12. To facilitate administration of the Settlement pending final approval, the Court
24 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
25 administrative proceedings (including, but not limited to, filing claims with the Division of Labor
26 Standards Enforcement of the California Department of Industrial Relations) released by the
27 Settlement (the “Released Claims” and “PAGA Claims”) unless and until such Class Members
28 have filed valid requests for exclusion with the Settlement Administrator and the time for filing

valid requests for exclusion with the Settlement Administrator has not elapsed.

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to deliver Class List to Settlement Administrator	Within fourteen (14) calendar days after entry of Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Class Notice to Class Members	Within fourteen (14) calendar days after receipt of the Class List from Defendant
c.	Deadline for Class Members to submit or postmark requests for exclusion from Settlement or objections to Settlement	Within forty-five (45) days after mailing or fifteen (15) days after re-mailing of Class Notice, whichever is later
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
f.	Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and Enhancement Awards	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
g.	Final Approval Hearing and Final Approval	_____, 20____ at _____ a.m./p.m. in Department 7

IT IS SO ORDERED.

Dated: _____

By: _____

Honorable Lawrence P. Riff
Judge of the Superior Court

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

AMENDED SETTLEMENT AGREEMENT AND STIPULATION TO RESOLVE CLASS ACTION AND PAGA CLAIMS

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 24, 2023, at Pasadena, California.

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Mariah Anderson