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Attorneys for Defendant:

BRADY SOCAL, INC., (erroneously sued as "BRADY SOCIAL
IN CORPORATED")

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DANIEL ESQUIVEL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

BRADY SOCAL, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 37-2022-00010020-CU-OE-CTL

*Assigned for All Purposes to:
Judge Katherine Bacal
Dept. C-69*

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE PAGA ACTION
SETTLEMENT**

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

6 This Agreement is made by and between Named Plaintiff Daniel Esquivel (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Brady SoCal, Inc. (erroneously
8 sued as “Brady Social Incorporated”) (“Brady” or “Defendant”), on the other hand. Named Plaintiff
9 and Defendant collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby are, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred Thousand
12 Dollars and zero cents (\$200,000.00) as provided in Section 3.06(a) below (“Gross Settlement
13 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
14 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
15 as set forth herein.

16 ARTICLE I

17 DEFINITIONS

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

20 a. “Action” means the action described as follows: *Daniel Esquivel v. Brady SoCal, Inc.*;
21 and DOES 1 through 20, inclusive,” Case No. 37-2022-00010020-CU-OE-CTL, commenced on
22 March 15, 2022, in the Superior Court of the State of California for the County of San Diego (the
23 “Class Action”).

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

26 c. “Class” means *all* current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period except those non-exempt
28 employee(s) whose employment is governed by the Southwest Interior/Exterior Master Agreement

1 between the Western Wall & Ceiling Contractors Association, Inc. and the Southwest Regional
2 Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America are excluded
3 from this agreement and will not participate in the settlement.

4 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

5 AEGIS LAW FIRM, PC
6 Kashif Haque
7 Samuel A. Wong
8 Jessica L. Campbell
9 Steven A. McNicholl
10 9811 Irvine Center Drive, Suite 100
11 Irvine, California 92618
12 Telephone: (949) 379-6250
13 Facsimile: (949) 379-6251

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

18 f. "Class Member(s)" means *any* current or former non-exempt employee(s) who are or
19 were employed by Defendant during the Class Period except those non-exempt employee(s) whose
20 employment is governed by the Southwest Interior/Exterior Master Agreement between the Western
21 Wall & Ceiling Contractors Association, Inc. and the Southwest Regional Council of Carpenters of
22 the United Brotherhood of Carpenters and Joiners of America are excluded from this agreement and
23 will not participate in the settlement.

24 g. "Class Period" means September 18, 2017 through September 19, 2022.

25 h. "Court" means the California Superior Court for the County of San Diego, where the
26 Action is currently pending.

27 i. "Date of Finality" means the later of the following: (1) the date the Final Order is
28 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)

1 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
2 final.

3 j. "Defendant" means Defendant Brady SoCal, Inc.

4 k. "Defense Counsel" means counsel for Defendant:

5 **PETTIT KOHN INGRASSIA LUTZ & DOLIN**

6 Thomas S. Ingrassia, State Bar No. 149673

7 11622 El Camino Real, Suite 300

8 San Diego, CA 92130

9 Telephone: 858.755.8500

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10 l. "Disposition" means the method by which the Court approves the terms of the
11 Settlement and retains jurisdiction over its enforcement, implementation, construction,
12 administration, and interpretation.

13 m. "Final Order Approving Settlement of Class and Representative PAGA Action" or
14 "Final Order" means the final formal court order signed by the Court following the Final Fairness
15 and Approval Hearing in accordance with the terms herein, approving this Agreement.

16 n. "Gross Settlement Amount" means Two Hundred Thousand Dollars and zero cents
17 (\$200,000.00) to be paid by Defendant as provided by this Agreement to settle the Action. All
18 payments to the Class, administration costs, attorney's fees and costs, and Incentive Awards,
19 pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer's
20 share of payroll taxes arising from the payments made under this settlement shall be paid by
21 Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
22 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
23 Settlement Amount shall revert to Defendant.

24 o. "Incentive Award" means a monetary amount of up to Eight Thousand Five Hundred
25 Dollars (\$8,500.00) for Plaintiff Daniel Esquivel, subject to Court approval, in recognition of his
26 effort and work in prosecuting the Action on behalf of Class Members, and for his general release of
27 claims.

1 p. "Individual Settlement Payment(s)" means each Participating Class Member's
2 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
3 by the calculations provided in this Agreement.

4 q. "LWDA" means The State of California Labor and Workforce Development Agency.

5 r. "LWDA Payment" means 75% of the PAGA Settlement Amount which, subject to
6 Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided
7 for below.

8 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,
9 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
10 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
11 to enter a Final Order in the Action.

12 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
13 including any evidence as may be required for the Court to grant preliminary approval of the
14 Settlement as required by Rule 3.769 of the California Rules of Court.

15 u. "Named Plaintiff" means Daniel Esquivel.

16 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
17 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA
18 Payment, pursuant to Section 3.06(a)-(f) below.

19 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
20 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
21 to Section 3.04(b) below.

22 x. "Notice Packet" means the Notice of Proposed Class and Representative PAGA
23 Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**,
24 subject to Court approval.

25 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
26 codified in California Labor Code §§ 2698 *et seq.*

27 z. "PAGA Letter" means Named Plaintiff's March 15, 2022 letter to the California
28 Labor and Workforce Development Agency.

1 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
2 time during the PAGA Period.

3 bb. "PAGA Period" means March 15, 2021 through September 19, 2022

4 cc. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
5 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
6 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000.00), subject to
7 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
8 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
9 Members.

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

14 ee. "Preliminary Approval Date" means the date the Court preliminarily approves the
15 Settlement embodied in this Agreement.

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

19 gg. "Qualifying Workweeks" means the number of weeks that a Class Member worked
20 for Defendant as a non-exempt employee during the Class Period.

21 hh. "Qualifying PAGA Workweeks" means the number of weeks that a Class Members
22 worked for Defendant as a non-exempt employee during the PAGA Period.

23 ii. "Released Parties" means Defendant as well as Defendant's officers, shareholders,
24 directors, agents, clients, employees, attorneys, insurers, predecessors, and successors.

25 jj. "Response Deadline" means the deadline by which Class Members must postmark or
26 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
27 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
28 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal

1 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
2 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
3 mailing.

4 kk. "Settlement Administration Costs" means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
6 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
7 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
8 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Awards,
9 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
10 Amount.

11 ll. "Settlement Administrator" means Phoenix Class Action Administration Solutions,
12 which the Parties have agreed will be responsible for the administration of the Individual Settlement
13 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
14 this Agreement.

15 ARTICLE II

16 CONTINGENT NATURE OF THE AGREEMENT

17 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

18 Because the Parties are settling claims under Labor Code section 2699 *et. eq.* and have
19 stipulated to the certification of the Class with respect to all causes of action alleged in the Class
20 Action for settlement purposes only, this Agreement requires approval by the Court in accordance
21 with Labor Code section 2699(l) and California Rule of Court 3.769. Accordingly, the Parties enter
22 into this Agreement on a conditional basis. This Agreement is contingent upon the approval and
23 certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing
24 to stipulate for the purposes of this Agreement to a Class and agreed to resolution of Plaintiff's claim
25 for PAGA penalties shall have no bearing on, nor be admissible in connection with, the issue of
26 certification of the Class with respect to all causes of action alleged in the Class Action. Defendant
27 does not consent to certification of the Class for any purpose other than to effectuate settlement of
28 the Action. If the Date of Finality does not occur, or if Disposition of the Action is not effectuated,

1 any certification of the Class as to Defendant and any approval or award of PAGA penalties will be
2 vacated, and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect
3 to the Action as if the Agreement had not been entered into. In the event that the Date of Finality
4 does not occur: (a) any Court orders preliminarily or finally approving certification of any class
5 contemplated by this Agreement and/or awarding PAGA penalties shall be null, void, and vacated,
6 and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement
7 reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under
8 this Agreement, or that the Court preliminarily approved the certification of the Class and/or
9 approved an award of PAGA penalties, shall not be used or cited thereafter by any person or entity,
10 including in any manner whatsoever, including without limitation any contested proceeding relating
11 to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed
12 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
13 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
14 certification in the Class Action for any purpose, if the Date of Finality does not occur.

15 The Parties and their respective counsel shall take all steps that may be requested by the Court
16 relating to the approval and implementation of this Agreement and shall otherwise use their
17 respective best efforts to obtain Court approval and implement this Agreement. Plaintiff shall be
18 responsible for submitting the settlement to the LWDA at the same time of filing the Motion for
19 Preliminary Approval. If the Court does not grant the Motion for Preliminary Approval and/or the
20 Motion for Final Approval and/or if the LWDA objects to the PAGA Settlement Amount, the Parties
21 agree to meet and confer to address the Court's and/or LWDA's concerns. If the Parties are unable
22 to agree upon a resolution, the Parties agree to seek the assistance of mediator Scott Slater Markus,
23 Esq. to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

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

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

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

Section 3.02: The Settlement Administrator

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

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its

1 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
2 Administrator from the Gross Settlement Amount.

3 **Section 3.03: Notice to Class Members**

4 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
5 provide the Settlement Administrator with a “Class List” in electronic format based on its business
6 records, identifying the names of the Class Members, their last known home addresses, Social
7 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
8 and weeks worked during the Class Period and PAGA Period (if applicable).

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

23 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
24 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
25 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
27 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
28 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties

that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

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

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

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

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period and/ or PAGA Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual

Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period and/or PAGA Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will receive his/her share of PAGA Settlement Amount but will not be entitled to the remaining portion of the Individual Settlement Payment which would have been paid to him/her, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

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

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)

1 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
2 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
3 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
4 the date the signed objection was postmarked, shall be conclusively determined according to the
5 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
6 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
7 Members may also appear at the final approval hearing to object. The Court retains final authority
8 with respect to the consideration and admissibility of any Class Member objections.

9 **d. Encouragement of Class Members**

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

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

15 Defendant has estimated the number of Class Members as 25. If the number of Class
16 Members increases by more than 10% (which is more than 27 Class Members) or the number of pay
17 periods exceeds 2,400 by more than 10% (which is more than 2639) as of the end of the Class Period,
18 Plaintiff will have the option to either (a) void the settlement, or (b) cut off the Class Period and
19 PAGA Period at the day before the pro rata increase would exceed 10%.

20 **f. Right of Defendant to Withdraw Based on Opt-Outs**

21 If prior to the court's order granting Final Approval of the Settlement, 10 percent or more of
22 the Class Members have submitted proper and timely requests to opt-out in accordance with the terms
23 of this Agreement, Defendant, may at its election, rescind the Agreement and all actions taken in
24 furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing
25 to Class Counsel. If the option to rescission is exercised, then any Claims Administrator Costs must
26 be paid by Defendant.

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

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class and Representative PAGA Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
11 Gross Settlement Amount in the amount of Two Hundred Thousand Dollars and zero cents
12 (\$200,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
13 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
14 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
15 Amount, and the Incentive Payments.

16 Within ten (10) calendar days after the Court signs the Final Order, Defendant shall transfer
17 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
18 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
19 to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use
20 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,
21 Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the
22 Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
27 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
28

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

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

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Sixty-Six
6 Thousand Six Hundred Sixty-Six and Sixty Cents (\$66,666.66). Class Counsel shall submit an
7 application for an award of costs not to exceed Twelve Thousand Dollars (\$12,000.00). Such
8 application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval
9 Hearing. Defendant shall not object to or oppose any such application in these amounts. Class
10 Counsel shall serve Defendant with copies of all documents submitted in support of their application
11 for an award of attorneys' fees and costs.

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

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

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six
22 Thousand Dollars (\$6,000.00).

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

24 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
25 Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00), the request for which Defendant
26 will not object to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount
27 and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff.
28 To the extent that the Court approves less than the amount of incentive award that Class Counsel

1 request, the difference between the requested and awarded amounts will be reallocated to the Net
2 Settlement Amount.

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

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

9 In consideration of claims for penalties made under PAGA, Class Counsel will request that
10 the Court approve allocation of Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement
11 Amount to be attributed as the PAGA Settlement Amount. Seventy-five percent (75%) of this
12 payment will be allocated as the LWDA Payment, and twenty-five percent (25%) will be paid to the
13 Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this
14 request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The
15 Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the PAGA
16 Action, will not invalidate this Agreement.

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

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

1 Class Period by each Participating Class Member. Class Members who were employed during the
2 PAGA Period will receive their share of the PAGA Payment regardless of whether they Opt-out of
3 the settlement.

4 Each Individual Settlement Payment will represent wages and penalties. Settlement Payments
5 for the Class Period will be allocated using the following formula: 40% allocated to wages; 60%
6 allocated to interest and penalties. Settlement Payments for the PAGA Period will be allocated as
7 100 percent penalties. The amounts paid as wages shall be subject to all tax withholdings customarily
8 made from an employee's wages and all other authorized and required withholdings and shall be
9 reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the
10 Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all
11 authorized and required withholdings other than the tax withholdings customarily made from
12 employees' wages and shall be reported by IRS 1099 forms.

13 No later than ten (10) business days after receiving the Gross Settlement Amount from
14 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
15 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
16 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
17 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
18 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
19 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
20 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
21 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
22 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
23 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

24 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
25 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
26 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
27 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
28 Settlement Administrator is unable to obtain a valid mailing address through this process, the

1 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
2 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

3 **g. Default on Payment.**

4 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after
5 the date that the Court grants final approval of the Settlement shall be considered a default. In the
6 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
7 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
8 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
9 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
10 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
11 for the balance of the unpaid Gross Settlement Amount to date ("the Unpaid Balance"), and Named
12 Plaintiff will be entitled to recover interest at ten percent (10%) per year from the date upon which
13 the Unpaid Balance became due, and reasonable attorneys' fees and costs to be determined by the
14 Court.

15
16 **h. No Credit Toward Benefit Plans.**

17 The Individual Settlement Payments made to Participating Class Members under this
18 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
19 calculate any additional benefits under any benefit plans to which any Class Members may be
20 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
21 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
22 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
23 Members may be entitled under any benefit plans.

24 **i. No Additional Contribution from Defendant**

25 Defendant's monetary obligation under this Agreement is limited to the Gross Settlement
26 Amount and any employer side payroll taxes owed on amounts characterized as wages under this
27 Agreement (with the express exception of any potential pro rata increase to the Gross Settlement
28 Amount, as described in Section 3.04(e)). All other costs and expenses arising out of or in connection

1 with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
2 expressly provided otherwise herein. However, in the event this agreement is deemed null and void
3 pursuant to Section 2.01, because the Court, in its independent determination, finds that the
4 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall
5 be equally responsible for the costs of the Claims Administrator incurred between the date the
6 Agreement was executed and the date of such event.

7 **ARTICLE IV**

8 **LIMITATIONS ON USE OF THIS SETTLEMENT**

9 **Section 4.01: No Admission**

10 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
11 Class should not have been certified in the Class Action and that any wages or penalties are due or
12 should be awarded. This Agreement is entered into solely for the purpose of settling highly disputed
13 claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or
14 wrongdoing by Defendant or any of the Released Parties.

15 **Section 4.02: Non-Evidentiary Use**

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

25 **Section 4.03: Nullification**

26 The Parties have agreed to the certification of the Class encompassing all claims alleged in
27 the Action and the PAGA Letter, and all similar and/or associated Labor Code provisions, statutes,
28 and Wage Orders, for the sole purpose of effectuating this Agreement. If (a) the Court should for any

1 reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve
2 this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final
3 Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose
4 of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
5 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
6 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
7 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
8 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
9 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
10 should be certified by the Court in a non-settlement context in the Action or any other action, and in
11 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

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

14 **ARTICLE V**

15 **RELEASES**

16 **Section 5.01: Released Claims by Class Members**

17 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
18 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
19 any and all claims alleged, or that could have been alleged, in Named Plaintiff's Action and the
20 PAGA Letter during the Class Period based on the facts alleged therein, including but not limited to
21 (1) failure to pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare
22 Commission Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§
23 510, 1194, 1198 and IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor
24 Code §§ 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under
25 Labor Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses
26 under Labor Code §§ 2800 and 2802; (6) failure to furnish accurate itemized wage statements wage
27 statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay weekly wages in
28 violation of Labor Code § 201.3; (8) failure to pay wages upon separation of employment and within

1 the required time in violation of Labor Code §§ 201-203; (9) violation of California Business and
2 Professions Code §§17200, *et seq.*, based on the preceding claims (“Released Claims”); and (10) all
3 Labor Code provisions, other statutes, and Wage Orders similar to or associated with those
4 enumerated in this Section.

5 **Section 5.02: Released Claims by PAGA Group Members**

6 Upon the date of funding the GSA, the State of California and PAGA Group Members release
7 the Released Parties from all claims for civil penalties under Labor Code § 2698 *et seq.* exhausted in
8 Plaintiff’s notice(s) sent to the LWDA and alleged in the Action, which arose during the PAGA
9 Period, regardless of whether PAGA Group Members opt out of the Class Settlement. This settlement
10 is also conditioned on the covenant that PAGA Group members will not participate in or receive
11 recovery or monies in connection with any further proceeding seeking penalties under Section 2699,
12 which arose during the PAGA Period for claims based on the same facts or theories of the Released
13 Claims facts which were or could have been alleged in the Action.

14 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

15 Upon the date of funding the Gross Settlement Amount, Named Plaintiff, waives, releases,
16 acquits, and forever discharges the Released Parties from any and all claims, actions, charges,
17 complaints, grievances, and causes of action, of any nature arising from Named Plaintiff’s
18 employment with Defendant, whether known or unknown, which exist or may exist as of the Parties’
19 execution of this Agreement.

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

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

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

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

Section 6.02: Assignment

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

Section 6.03: Governing Law

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

Section 6.04: Entire Agreement

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

1 **Section 6.05: Waiver of Compliance**

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

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

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

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

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

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

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

22 **Section 6.09: Cooperation in Drafting**

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

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

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context

1 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
2 further believe that the Settlement is and is consistent with public policy, and fully complies with
3 applicable law.

4 **Section 6.11: Headings**

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

8 **Section 6.12: Notice**

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

11 *To Named Plaintiff and the Class:*

12 Kashif Haque
13 Samuel A. Wong
14 Jessica L. Campbell
15 Steven A. McNicholl
16 AEGIS LAW FIRM, PC
17 9811 Irvine Center Drive, Suite 100
18 Irvine, California 92618
19 Telephone: (949) 379-6250
20 Facsimile: (949) 379-6251

21 And

22 *To Defendant:*

23 Thomas S. Ingrassia
24 PETTIT KOHN INGRASSIA LUTZ & DOLIN
25 11622 El Camino Real, Suite 300
26 San Diego, CA 92130
27 Telephone: 858.755.8500
28 Facsimile: 858.755.8504

29 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

30 To the extent consistent with class action procedure, this Agreement shall be enforceable by
31 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
32 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
33 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the

1 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
2 retain continuing jurisdiction over the Action and over all Parties and Class Members, to the fullest
3 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
4 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
5 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
6 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
7 fees incurred in connection with any enforcement actions.

8 **Section 6.14: Mutual Full Cooperation**

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

16 **Section 6.15: Authorization to Act**

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

24 **Section 6.16: No Reliance on Representations**

25 The Parties have made such investigation of the facts and the law pertaining to the matters
26 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
27 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
28 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted

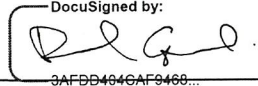
rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

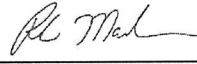
Dated: 2/9/2023 | 5:09 AM PST

DANIEL ESQUIVEL

By:  DocuSigned by:
3AFDD464GAF9468...
Named Plaintiff

Dated: 02/20/2023

BRADY SOCAL, INC.

By: 
(Signature)
Rick Marshall
(Printed Name)
President
(Title)

APPROVED AS TO FORM ONLY:

Dated:

AEGIS LAW FIRM, PC

By: 
Samuel A. Wong
Jessica L. Campbell
Steven A. McNicholl
Attorneys for Named Plaintiff Daniel Esquivel

1 Dated: 2/20/23

PETTIT KOHN INGRASSIA LUTZ &
DOLIN

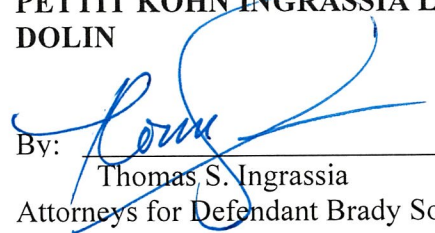
2
3 By: 
4 Thomas S. Ingrassia
5 Attorneys for Defendant Brady SoCal, Inc.
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EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Daniel Esquivel v. Brady SoCal Incorporated

San Diego County Superior Court, Case No. 37-2022-00010020-CU-OE-CTL

If you worked for Brady SoCal Incorporated as a non-exempt employee, in California at any time from September 18, 2017, through September 19, 2022, except those non-exempt employee(s) whose employment is governed by the Southwest Interior/Exterior Master Agreement between the Western Wall & Ceiling Contractors Association, Inc. and the Southwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, the settlement of this class action lawsuit may affect your rights.

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

- A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Daniel Esquivel v. Brady SoCal Incorporated, et al.*, Case No. 37-2022-00010020-CU-OE-CTL (San Diego County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendant *Brady SoCal Incorporated* (“Defendant”), which will affect all non-exempt employees who worked for Defendant in California at any time from September 18, 2017, through September 19, 2022 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendant for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendant separately for the legal claims raised in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). As a result, you may receive no payment at all. At

	most, you will receive a very small payment for resolution of the PAGA claim if you a PAGA Group Member, which is a subset of the Class.
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- **Regardless of the option you choose, you will not be retaliated against.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendant as a non-exempt employee in California at some point between September 18, 2017, through September 19, 2022, whose employment is governed by the Southwest Interior/Exterior Master Agreement between the Western Wall & Ceiling Contractors Association, Inc. and the Southwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Katherine Bacal of the Superior Court of the State of California, County of San Diego, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Daniel Esquivel ("Plaintiff") claims that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to reimburse business expenses; (6) failed to provide accurate itemized wage statements; (7) failed to pay all wages due upon separation of employment and within the required time; (8) failed to keep accurate payroll records; (9) violated California's Unfair Competition laws; and (10) that these violations entitle Plaintiff to recover civil penalties on behalf of the State of California under the "Private Attorneys General Act", Labor Code § 2698 et. seq ("PAGA").

Throughout the litigation, Defendant has denied—and continue to deny—the factual and legal allegations in the Lawsuit. Defendant denies any wrongdoing and asserts that its conduct at all times complied with the law. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

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

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

This class action also includes a PAGA claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of March 15, 2021, through September 19, 2022 (the “PAGA Period”).

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendant agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendant has agreed to pay \$200,000 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this this Lawsuit against Defendant.
3. Plaintiff seeks the following deductions from the \$200,000 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (which is currently equal to \$66,666.66) for Class Counsel’s attorneys’ fees.
 - b. Up to \$12,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$8,500 for Plaintiff, for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$6,000.00 to cover the costs of the Settlement.
 - e. A PAGA Settlement Amount of up to \$20,000 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (or \$15,000.00) to the California Labor and Workforce Development Agency and 25% (or \$5,000.00) to the non-exempt employees that worked for Defendant in California at any time during the PAGA Period (“PAGA Group Members”).

If the Court approves these requested deductions, there will be approximately \$91,834 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion according to the number of weeks they worked for Defendant in California during the Class Period. This is referred to as the “Individual Settlement Payment.”

PAGA Settlement Amount. 25% of the PAGA Settlement Amount (or \$5,000.00) will be paid to PAGA Group Members based on the number of pay periods they worked for Defendant in California

during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement. This is referred to as the “Individual PAGA Payment.”

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be paid to Meals on Wheels California, Inc. who will serve as the *cy pres* recipient pursuant to California Code of Civil Procedure section 384.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes all non-exempt employees employed by Defendant at any time from September 18, 2017, through September 19, 2022, except those non-exempt employee(s) whose employment is governed by the Southwest Interior/Exterior Master Agreement between the Western Wall & Ceiling Contractors Association, Inc. and the Southwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America. (the “Class Period”).

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

If you still are not sure whether you are included in the Class, you can get free help by contacting Rust Consulting, Inc, the “Settlement Administrator”, at the designated phone number for this matter at (888) 250-6810 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

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

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualified Workweeks, it is estimated your Individual Settlement Payment will be \$[REDACTED], less applicable taxes and withholdings and your Individual PAGA Settlement Payment will be \$[REDACTED].

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

Disputing Your Payment Amount

If you believe your total pay periods worked during the Class Period and/or total pay periods worked during the PAGA Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [REDACTED]. You should send any documents or other

information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendant's records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

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

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all the Released Claims during the Class Period.

"Released Claims" means any and all claims alleged, or that could have been alleged, in Named Plaintiff's Action and the PAGA Letter during the Class Period based on the facts alleged therein, including but not limited to (1) failure to pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and Industrial Welfare Commission Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages under Labor Code §§ 510, 1194, 1198 and IWC Order 4, § 3; (3) failure to authorize or provide meal periods under Labor Code §§ 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize or permit rest periods under Labor Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse necessary business expenses under Labor Code §§ 2800 and 2802; (6) failure to furnish accurate itemized wage statements wage statement violations under Labor Code § 226 and IWC Order 4; (7) failure to pay weekly wages in violation of Labor Code § 201.3; (8) failure to pay wages upon separation of employment and within the required time in violation of Labor Code §§ 201-203; (9) violation of California Business and Professions Code §§ 17200, *et seq.*, based on the preceding claims ("Released Claims"); and (10) all Labor Code provisions, other statutes, and Wage Orders similar to or associated with those enumerated in this Section.

"Released Parties" means Defendant as well as Defendant's officers, shareholders, directors, agents, clients, employees, attorneys, insurers, predecessors, and successors.

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

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. Any written objection must be mailed to the Settlement Administrator no later than [REDACTED]. You can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Defendant for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still receive your portion of the PAGA Group Payment.

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

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. Your written statement should include your full name and address, and say something like, "I am a member of the class in the case of *Daniel Esquivel v. Brady SoCal Incorporated*, San Diego Superior Court, Case No. 37-2022-00010020-CU-OE-CTL, and I wish to exclude myself from the settlement, knowing I will not get payment as a class member and I will not release my claims as a class member." The statement must be signed by you or your authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court. However, Class Members cannot opt out of releasing PAGA claims, as those claims technically belong to the State of California and Plaintiff has agreed to release those claims acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Steven A. McNicholl
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
smcnicholl@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers.

More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$66,666.66) in attorneys' fees, plus costs not to exceed \$12,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$8,500 to be paid to the Plaintiff for his efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Phone: 888.250.6810

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

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED] in Department C-69 of the Superior Court of California, County of San Diego, located at 330 Broadway, San Diego, CA 92101. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

The Final Fairness and Approval Hearing date and/or location is subject to change. To check if the hearing has changed, please go to <https://roa.sdcourt.ca.gov/roa> Type in the "Legacy Case Number" box "37-2022-00010020-CU-OE-CTL" and then click "Search." The information for the Final Fairness and Approval Hearing will be listed under "FUTURE EVENTS."

If you wish to attend the hearing, please first visit <https://www.sdcourt.ca.gov> to determine whether you can appear in person and how you can appear remotely by video or phone. Please check the Court's website for the Court's current pandemic protocols for appearance at hearings.

If the Court enters final judgment, then the Notice of Entry of Judgment will be posted on the Settlement Administrators' website at <https://ilymgroup.com>

18. When will I get money after the hearing?

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

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101.

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

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Phone: 888.250.6810

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