

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

DERRICK MCCOY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

AW INDUSTRIES, LLC D/B/A NEWAIR, a
Nevada limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 30-2022-01289657-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-105

CLASS ACTION

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: November 2, 2022

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement came
2 before this Court, the Honorable Melissa R. McCormick presiding, on January 8, 2026 at 2:00
3 p.m. The Court, having considered the papers submitted in support of the Motion for Preliminary
4 Approval of Class Action and PAGA Settlement, **ORDERS THE FOLLOWING:**

5 1. This Order incorporates by reference the definitions in the Joint
6 Stipulation of Class Action and PAGA Settlement and Amendment to the Joint Stipulation of
7 Class Action and PAGA Settlement (together, the “Settlement Agreement,” “Settlement,” or
8 “Agreement”), and all terms defined therein shall have the same meaning in this Order as set
9 forth in the Settlement. The Settlement Agreement is attached hereto as **Exhibit 1** and **Exhibit 2**.

10 2. The court preliminarily finds that the Settlement Agreement is fair,
11 adequate and reasonable, and in the best interests of the Class Members. The Court finds on a
12 preliminary basis that the Settlement Agreement appears to be within the range of reasonableness
13 of a settlement that could be granted final approval by this Court. The Motion for Preliminary
14 Approval of Class Action and PAGA Settlement is hereby **GRANTED**.

15 3. The following persons are conditionally certified as “Class Members” or
16 the “Class” for Settlement purposes only: all current and former hourly-paid or non-exempt
17 employees employed by Defendant AW Industries, LLC d/b/a Newair (“Defendant”) – whether
18 employed directly by Defendant or supplied to Defendant by any temporary staffing agency –
19 within the State of California at any time during the time period from November 2, 2018,
20 through December 21, 2024. The “Participating Class Members” means all Class Members who
21 do not submit valid and timely requests to exclude themselves from the Settlement.

22 4. The “Eligible Aggrieved Employees” means the aggrieved employees
23 eligible to recover settlement funds from the Private Attorneys General Act of 2004 (“PAGA”)
24 Payment that consist of all current and former hourly-paid or non-exempt employees employed
25 by Defendant – whether employed directly by Defendant or supplied to Defendant by any
26 temporary staffing agency – within the State of California at any time during the time period
27 from November 2, 2021, through December 21, 2024.

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1 5. The court preliminarily finds that the Class satisfies the certification
2 requirements of a class because the Class Members are readily ascertainable, and a well-defined
3 community of interest exists in the questions of law and fact affecting the Parties.

4 6. Plaintiff Derrick McCoy ("Plaintiff") is preliminarily appointed as the
5 class representative.

6 7. Justice Law Corporation is preliminarily appointed as Class Counsel.

7 8. The Gross Settlement Amount is \$500,000. The Court preliminarily
8 approves (a) attorneys' fees not to exceed \$150,000; (b) litigation costs not to exceed \$30,000;
9 (c) plaintiff's enhancement award not to exceed \$5,000; (d) settlement administration costs not to
10 exceed \$8,500; and (e) PAGA Payment of \$50,000 (\$37,500 to LWDA).

11 9. The proposed notice plan is approved as the best notice practicable. The
12 Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a) nature of
13 the action, definition of the Class, identity of Class Counsel, and material terms of the
14 Settlement; (b) Plaintiff and Class Counsel's application for the Attorney Fee Award, Cost
15 Award, and Class Representative Enhancement Payment; (c) formulas used to determine
16 settlement payments; (d) Class Members' right to appear through counsel if they desire; (e) how
17 to object to or submit a request for exclusion from the Settlement; and (f) how to obtain
18 additional information regarding this case and the Settlement. The Court finds the notice
19 requirements of Rule of Court, rule 3.769, subdivision (f) are satisfied and that the Class Notice
20 adequately advises the Class Members of their rights under the Settlement. The Parties' counsel
21 are authorized to correct any typographical errors in the Class Notice and make clarifications, to
22 the extent the same are found or needed, so long as such corrections do not materially alter the
23 substance of the Class Notice and other notice documents.

24 10. The Class Notice (including a certified Spanish translation) is attached
25 hereto as **Exhibit 3**. The Exclusion Form (including a certified Spanish translation) is attached
26 hereto as **Exhibit 4**. The Objection Form (including a certified Spanish translation) is attached
27 hereto as **Exhibit 5**. The Class Notice, Exclusion Form and Objection Form are known as the
28 "Notice Packet."

1 11. The Court preliminarily approves the settlement of claims under Labor
2 Code section 2698, *et seq.* (PAGA) according to the terms and conditions in the Settlement
3 Agreement.

4 12. Phoenix Class Action Administration Solutions is preliminarily appointed
5 to act as the Settlement Administrator. The Settlement Administrator is ordered to carry out the
6 settlement according to the terms of the Agreement and in conformity with this Order, including
7 disseminating the Notice Packet according to the notice plan described in the Agreement. The
8 Settlement Administrator will also post all key documents on its website, including the operative
9 complaint, written notice to the California Labor and Workforce Development Agency,
10 Settlement Agreement and any amendments, Notice Packet, Order Granting Preliminary
11 Approval, and Order and Judgment Granting Final Approval. The Order and Judgment Granting
12 Final Approval will be posted on the Settlement Administrator's website for at least one hundred
13 eighty (180) calendar days.

14 13. The procedures and deadline for Class Members to request exclusion from
15 or to object to the Settlement are adopted as described in the Settlement Agreement.

16 14. The Court orders the Parties and the Settlement Administrator to carry out
17 their duties and obligations in accordance with terms of the Settlement Agreement.

18 15. Pending further orders of this Court, all proceedings in this matter, except
19 those contemplated in this Order and in Settlement Agreement, are stayed.

20 16. Pursuant to the Code of Civil Procedure section 664.6 and Rules of Court,
21 Rule 3.769(h), the Court retains continuing jurisdiction to construe, interpret, implement, and
22 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
23 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
24 with the distribution of settlement benefits.

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17. The dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within twenty-one (21) calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within twenty-one (21) calendar days after Defendant delivers the Class Data to the Settlement Administrator
c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within sixty (60) calendar days from the initial mailing of the Notice Packet
d.	Deadline for Class Members to postmark requests for exclusion, written objections, and disputes to the Settlement Administrator if they receive remailed Notices Packets	Within an additional ten (10) calendar days from the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Sixteen (16) Court days before Final Approval Hearing
f.	Final Approval Hearing	June 4, 2026 at 2:00 p.m. in Department CX105

IT IS SO ORDERED.

Dated: January 14, 2026

By: 
Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Subject to Final Approval by the Court, it is stipulated, by and between Plaintiff Derrick McCoy ("Plaintiff") and Defendant AW Industries, LLC d/b/a Newair ("Defendant"), that the Action (as defined below) is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement") and that the Court shall make and enter judgment subject to the definitions, recitals, and terms set forth herein. Plaintiff and Defendant are collectively referred to in this Agreement as the "Parties".

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit filed by Plaintiff on November 2, 2022, entitled *McCoy v. AW Industries, LLC D/B/A Newair*, Case No. 30-2022-01289657-CU-OE-CXC, in the Superior Court of California, County of Orange.
- B. **Administration Costs**: The amount awarded to Settlement Administrator for administering this Action that will not exceed \$8,500. The Administration Costs shall be paid from the Qualified Settlement Fund. The Administration Costs is subject to the Court's approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- C. **Attorney Fee Award**: The amount awarded to Class Counsel for litigating this matter that will not exceed one-third (1/3) of the Gross Settlement Amount. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Attorney Fee Award is subject to the Court's approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- D. **Class**: All current and former hourly-paid or non-exempt employees employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the Class Period.
- E. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Lily Short of Justice Law Corporation.

- F. **Class Data**: Information regarding Class Members that Defendant will compile from its available, existing, electronic records and provide to the Settlement Administrator. The Class Data shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member's: (1) full name; (2) last known address; (3) last known telephone number; (4) Social Security number; and (5) number of Class Period workweeks worked by the Class Member and PAGA Period pay periods worked by the Eligible Aggrieved Employee.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- H. **Class Notice**: The "Notice of Class Action and PAGA Settlement" provided to all the Class Members regarding the terms of this Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to the Court's approval.
- I. **Class Period**: The time period from November 2, 2018, through December 21, 2024.
- J. **Class Representative or Plaintiff**: Derrick McCoy.
- K. **Class Representative Enhancement Payment**: The amount awarded to Plaintiff for the services as the Class Representative that will not exceed \$10,000. This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Class Representative Enhancement Payment is subject to the Court's approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Complaint**: The complaint filed by Plaintiff in the Superior Court of California, County of Orange, on November 2, 2022, entitled *McCoy v. AW Industries, LLC D/B/A Newair*, Case No. 30-2022-01289657-CU-OE-CXC.
- M. **Cost Award**: The amount awarded to Class Counsel for payment of litigation costs and expenses that will not exceed \$40,000. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to the Court's approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- N. **Court**: The Superior Court of California, County of Orange.
- O. **Defendant**: AW Industries, LLC d/b/a Newair.
- P. **Defense Counsel**: Attorneys Jordan Wysocki and Kathy Le of Jackson Lewis P.C.

- Q. **Effective Date:** The terms of settlement embodied in this Settlement along with all associated releases will become effective when all of the following events have occurred: (1) this Settlement has been executed by all Parties and their counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Class Notice, to opt out of the Settlement, or to object to the Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving this Settlement; and (5) the later of the following events: (a) sixty-five (65) calendar days following entry of the Court's Final Approval Order; or (b) if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court's Final Approval Order, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. It is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement (this process will be referred to herein as "the Settlement becomes final").
- R. **Eligible Aggrieved Employees:** The aggrieved employees eligible to recover settlement funds from the PAGA Payment that consist of all current and former hourly-paid or non-exempt employees employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the PAGA Period.
- S. **Exclusion Form:** The Request for Exclusion Form, substantially similar to the form attached hereto as **Exhibit B**, subject to the Court's approval.
- T. **Final Approval, Final Approval Order, Judgment, and Final Judgment:** "Final Approval" and "Final Approval Order" mean the final order entered by the Court, following the Final Approval Hearing, approving this Agreement. "Judgment" or "Final Judgment" means the final judgment entered by the Court following the Final Approval Hearing.
- U. **Gross Settlement Amount or GSA:** The total value of the Settlement that is a non-reversionary sum of \$500,000. This is the gross amount Defendant shall be required to pay under this Settlement, which includes without limitation: (1) Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to be paid to Class Counsel, as approved by the Court; (3) Class Representative Enhancement Payment to be paid to Plaintiff, as approved by the Court; (4) Administration Costs to be paid to the Settlement Administrator, as approved by the Court; and (5) PAGA Payment to be paid to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendant's portion of payroll taxes as the current or former employer is not

included in the GSA and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

- V. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Each Participating Class Member will receive an Individual Settlement Share automatically without the return of a claim form unless the Class Member timely submits a valid Exclusion Form.
- W. **LWDA**: California Labor and Workforce Development Agency.
- X. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, Administration Costs, and PAGA Payment. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement.
- Y. **Notice Packet**: Collectively, the Class Notice Exclusion Form, and Objection Form mailed to all identified Class Members by the Settlement Administrator in English and Spanish.
- Z. **Objection Form**: The Objection Form, substantially similar to the form attached hereto as **Exhibit C**, subject to the Court's approval.
- AA. **PAGA**: The Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*).
- BB. **PAGA Payment**: The amount awarded to the LWDA and Eligible Aggrieved Employees for the settlement and release of claims for civil penalties under the PAGA that will not exceed \$50,000. Seventy-five percent (75%) of the PAGA Payment (\$37,500) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$12,500) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.
- CC. **PAGA Period**: The time period from November 2, 2021, through December 21, 2024.
- DD. **PAGA Released Claims**: Upon Defendant's fulfillment of its payment obligations set forth herein, the claims that Plaintiff and Eligible Aggrieved Employees are releasing in exchange for the consideration provided for by this Agreement are defined as all claims for civil penalties based on the facts alleged in the Complaint and notice letter to the LWDA dated on or about June 29, 2022. These are claims for civil penalties under PAGA based upon or arising out of Defendant's alleged: (1) failure to pay earned wages; (2) failure to pay

minimum wages (including any claims for additional wages owed due to “off-the-clock” work); (3) failure to pay overtime compensation; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal period premium wages; (7) failure to pay rest period premium wages; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) making unlawful deductions from wages; (13) violation of California Day of Rest Law; and (14) unlawful agreements (such as unlawful arbitration agreements). The time frame of the PAGA Released Claims shall be limited to the PAGA Period.

EE. Participating Class Members: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement. Participating Class Members will release all of the Released Claims and will be bound by all terms of the Settlement and any final judgment entered in this Action.

FF. Parties: Plaintiff, individually and as the Class Representative, and Defendant.

GG. Preliminary Approval or Preliminary Approval Order: The Court’s order preliminarily approving the Settlement following the Preliminary Approval Hearing.

HH. Qualified Settlement Fund or QSF: A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.*, that will be established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiff, and Class Counsel.

II. Released Claims: Upon Defendant’s fulfillment of its payment obligations set forth herein, the claims that Plaintiff and Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are defined as all claims that were asserted, or could have been asserted, in the Action based on the facts, circumstances, primary rights, or allegations in the Complaint. These are claims for Defendant’s alleged: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to “off-the-clock” work); (3) failure to pay overtime compensation; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal period premium wages; (7) failure to pay rest period premium wages; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) making unlawful deductions from wages; (13) violation of California Day of Rest Law; (14) unlawful agreements (such as unlawful arbitration agreements); (15) unfair competition or business practices; (16) any and all claims under PAGA; and (17) any and all claims for associated penalties, whether civil or statutory in nature, interest, attorneys’ fees and costs, or any other associated damages, and all other alleged violations of the Labor Code

and Business and Professions Code section 17200, *et seq.* This release excludes the release of claims not permitted by law. The time frame of the Released Claims shall be limited to the Class Period.

- JJ. Released Parties:** Defendant and its past and present parents, shareholders, managers, representatives, predecessors, successors and assigns in interest, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, auditors, consultants, attorneys and any past, present, or future officers, directors, and employees), employees, principals, spouses, heirs, and stockholders, and staffing agencies that supplied workers to Defendant (including Apple One, BaronHR, CV Resources, Driven Talent, Empire Workforce, and Randstad).
- KK. Response Deadline:** Sixty (60) calendar days from the initial mailing of the Notice Packet and the last date on which the Class Members may request exclusion from or object to the Settlement. Class Members who receive a remailed Notice Packet will have an additional ten (10) calendar days to request exclusion from or object to the Settlement.
- LL. Settlement Administration:** The Settlement Administrator will mail the Notice Packet via first-class regular U.S. Mail to all identified Class Members. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt out of (exclude themselves from) the Settlement. Any Class Member who does not receive a Notice Packet after the steps outlined above have been taken will still be bound by the Settlement and/or Judgment.
- MM. Settlement Administrator:** The third-party administrator agreed upon by the Parties to administer this Settlement is Phoenix Class Action Administration Solutions.

II. RECITALS

- A. Procedural History.** On June 29, 2022, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

On November 2, 2022, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Orange. The lawsuit alleged violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 2698, *et seq.*

(PAGA); and (9) Business & Professions Code section 17200, *et seq.*

After engaging in discovery, investigations, and negotiations, on October 22, 2024, the Parties remotely attended mediation with the mediator, Judge Carl West (Ret.), resulting in the Parties reaching a tentative settlement.

- B. Investigation and Discovery.** Prior to mediation and both before and after the Action was filed, the Parties conducted significant investigation and discovery of the relevant facts and law. Defendant produced documents relating to the wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, overtime, and logging hours worked. Plaintiff also reviewed time and pay records and information relating to the size and scope of the Class as well as data permitting Plaintiff to understand the number of workweeks and pay periods within the Class Period. Plaintiff located and interviewed putative class members who worked for Defendant during the Class Period. The Parties agree the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
- C. Mediation.** On October 22, 2024, the Parties participated in a private mediation with Judge Carl West (Ret.), a well-respected mediator with considerable experience mediating wage-and-hour class actions. This mediation took place only after the Parties exchanged extensive information and data.
- D. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel considered the uncertainty and risks of further litigation, potential outcomes, and difficulties and delays inherent in litigation. Plaintiff and Class Counsel conducted settlement negotiations, including a full day of mediation. Based on the foregoing, Plaintiff and Class Counsel believe that the Settlement is fair, adequate, and reasonable and is in the best interests of the Class Members.
- E. Defendant's Reasons for Settlement.** Defendant recognizes the defense of this litigation will be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted. Defendant has also considered the risks of further litigation in reaching its decision to enter this Settlement. Defendant has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in this Action.

- F. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, makes no concessions or admissions that any Class Member is or was employed by Defendant, and contends that for any purpose other than settlement, this Action is not appropriate for class or representative treatment. The monies being paid as part of the settlement are genuinely disputed, and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted or as to whether a class or classes should be certified.
- G. **Plaintiff's Claims.** Plaintiff continues to assert that Defendant's defenses are without merit. If this Settlement is approved by the Court, none of Plaintiff, Class Members, or Class Counsel will oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from relitigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Workweeks and Pay Periods.** At the time of mediation, Defendant estimated there are 230 Class Members who worked approximately 7,200 workweeks during the Class Period and 128 Eligible Aggrieved Employees who worked approximately 1,914 pay periods during the PAGA Period.
- B. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding payroll taxes, that Defendant is obligated to pay under this Settlement Agreement is \$500,000. In no event shall Defendant be required to pay more than the Gross Settlement Amount, other than its share of payroll taxes or as specifically described in the Escalator Clause set forth below.
- C. **Notice to the LWDA.** On June 29, 2022, Plaintiff filed and served his Notice of Labor Code Violations Pursuant to Labor Code section 2699.3. Plaintiff maintains that he has satisfied his notice obligations under PAGA.
- D. **Class Certification.** Solely for the purposes of this Agreement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. The Parties stipulate and agree that for this Settlement to occur, the Court must conditionally certify the Class as defined in this Agreement.

- E. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiff shall be appointed as the representative for the Class.
- F. **Appointment of Class Counsel.** For the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.
- G. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Settlement is contingent upon Preliminary and Final Approval. If the Settlement does not become final and effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. Defendant reserves the right to oppose class certification should this Settlement be materially modified, withdrawn, or reversed on appeal, or otherwise fails to become final and effective. An award by the Court of a lesser amount of the Attorney Fee Award, Cost Award, and/or Class Representative Enhancement Payment will not constitute a material modification to the Settlement within the meaning of this section.
- H. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.
1. **Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period; and (ii) multiplying the result by each Participating Class Member's weeks worked during the Class Period. One (1) day worked in a week will be credited as a week for purposes of this calculation. Thus, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of weeks he or she worked during the Class Period.
 2. **Tax Withholdings.** Individual Settlement Share will be apportioned twenty percent (20%) as wages and eighty percent (80%) as penalties, interest, and reimbursement of expenses. The amounts paid as wages shall be subject to all tax withholdings made from an employee's wages and all other authorized and required withholdings and shall be reported by an IRS Form W-2. Payment of all amounts will be made subject to backup withholding unless a duly executed IRS Form W-9 is received from the payee(s). The amounts paid as penalties, interest, and reimbursement of expenses shall be subject to all authorized and required withholdings other than the tax withholdings made from employees' wages and shall be reported by an IRS

Form 1099. Eligible Aggrieved Employees' portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties and shall be reported by an IRS Form 1099.

I. Settlement Disbursement.

- 1. Shares and Payments.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, Class Counsel, or Settlement Administrator based on the distributions and payments made in accordance with this Agreement.
- 2. Funding of the Gross Settlement Amount.** No later than thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into the QSF. Defendant shall also provide any tax information that the Settlement Administrator may need to calculate the Individual Settlement Shares.
- 3. Disbursement.** Within fourteen (14) calendar days after the funding of the Gross Settlement Amount, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, Administration Costs, and PAGA Payment. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the PAGA claims.
- 4. QSF.** The Parties agree the QSF is intended to be a "Qualified Settlement Fund" under section 468B of the Code and Treasury Regulations section 1.4168B-1, 26 C.F.R. section 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- 5. Uncashed Checks.** Participating Class Members and Eligible Aggrieved Employees must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. The Settlement Administrator shall skip trace any checks issued to Participating Class Members and Eligible

Aggrieved Employees that are returned as undeliverable. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, pay the amount of the uncashed funds to the California State Controller's Unclaimed Property Division so that these individuals will have their settlement payment available to them per the applicable claim procedure to request that money from the State of California.

6. **Final Report by Settlement Administrator.** Within fourteen (14) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
7. **Payments.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a. **To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one-third (1/3) of the Gross Settlement Amount and Cost Award not to exceed \$40,000. Class Counsel, Plaintiff, and Participating Class Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing. The Parties agree that, over and above the Court-approved Attorney Fee Award and Cost Awards, each of the Parties, including all Participating Class Members, shall bear their own fees and costs. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement Administrator may also purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or Cost Award, and an IRS Forms 1099 will be issued to Class Counsel with respect to these payments. If the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference.
 - b. **To Plaintiff.** In addition to the Individual Settlement Share and subject to the Court's approval, Plaintiff will receive up to \$10,000 as the Class Representative Enhancement Payment in exchange for the time, effort, and risks he undertook in bringing and prosecuting this matter. Payroll tax withholdings and deductions

will not be taken from the Class Representative Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for the Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Enhancement Payment. If the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the settlement. If the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference.

- c. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs approved by the Court in an amount not to exceed \$8,500. If the Court does not approve the entirety of the requested Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor Plaintiff shall be responsible for paying the difference.
- d. **PAGA Payment.** \$50,000 shall be allocated for the settlement and release of claims for civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$37,500) to the LWDA. The Settlement Administrator shall also distribute twenty-five percent (25%) of the PAGA Payment (\$12,500) to the Eligible Aggrieved Employees as described in this Agreement. Class Counsel will take all action required by Labor Code section 2699(l).
- e. **To the Eligible Aggrieved Employees.** The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment allocated to the Eligible Aggrieved Employees. This will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated by: (i) dividing the amount of the Eligible Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$12,500) by the total number of pay periods worked by all Eligible Aggrieved Employees during the PAGA Period; and (ii) multiplying the result by each Eligible Aggrieved Employee's pay periods during the PAGA Period. Eligible Aggrieved Employees' share of the PAGA Payment shall be mailed to them via first-class regular U.S. Mail to their last known mailing addresses.

- f. To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. Individual Settlement Shares shall be mailed via first-class regular U.S. Mail to Participating Class Members' last known mailing addresses.
 - g. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of each Participating Class Member's portion of normal payroll withholding taxes out of each Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portions of payroll withholding taxes. The Settlement Administrator will submit Defendant's portion of payroll withholding tax calculation to Defendant for additional funding and forward that amount along with each Individual Settlement Share withholdings to the appropriate taxing authorities.
- J. Appointment of the Settlement Administrator.** The Parties stipulate and agree Phoenix Class Action Administration Solutions shall be retained to serve as Settlement Administrator. The Settlement Administrator is bound to all of the terms, conditions and obligations described in this Settlement Agreement. The Settlement Administrator shall be responsible for, among other things: (1) preparing, translating, printing, and mailing the Notice Packet to the Class Members; (2) keeping track of any objections or requests for exclusion; (3) calculating Individual Settlement Shares; (4) calculating any and all payroll tax deductions; (5) mailing Individual Settlement Shares; (6) performing skip traces and remailing Notice Packets and Individual Settlement Shares; (7) providing weekly status reports to the Parties' counsel; (8) providing a due diligence declaration for submission to the Court; (9) mailing the LWDA's portion of the PAGA Payment to the LWDA; (10) distributing the Attorney Fee Award and Cost Award to Class Counsel; (11) printing and providing IRS Forms W-2 and 1099 as required under this Agreement and applicable law; (12) providing a due diligence declaration for submission to the Court; (13) providing any funds remaining in the QSF as a result of uncashed checks to the entity set forth above; and (14) performing such other tasks as the Parties mutually agree.

The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Shares or any other distribution of monies contemplated by this Agreement.

K. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice Packet. The Motion for Preliminary Approval shall include this Settlement Agreement.
- b.** At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion, and submit an order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Notice Packet; and setting the Final Approval Hearing.
- c.** If the Court declines to certify the Class or Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no obligations under it. The sum of the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items is not a condition of this Agreement and shall be considered separate and apart from the fairness, reasonableness, and adequacy of this Agreement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, or Administration Costs shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit the ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, or Administration Costs.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a.** Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver the Class Data to the Settlement Administrator. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Class Data shall be based on Defendant's payroll,

personnel, and other business records. The Settlement Administrator will conduct a National Change of Address Database ("NCOA") search for all Class Members to obtain the most up-to-date address information. The Settlement Administrator shall maintain the Class Data and all information contained therein as private and confidential and use it only for the purposes described herein. This provision shall not impede Class Counsel's ability to discharge its fiduciary duties, including effectuating the terms of this Settlement.

- b. Within twenty-one (21) calendar days after the Settlement Administrator receives the Class Data from Defendant, the Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail using the most current mailing address information available.
- c. If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and remail the Notice Packet to the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find the Class Member's current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (i) tracking of all undelivered mail; (ii) performing address searches for all mail returned without a forwarding address; and (iii) promptly remailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be remailed to the original address. Those Class Members who receive a remailed Notice Packet, whether by skip trace or forwarded mail, will have an additional ten (10) calendar days from the original Response Deadline to postmark an Exclusion Form or objection to the Settlement. If the Notice Packet is remailed, the Settlement Administrator will note for its own records the date and address of each remailing. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a remailed notice.
- d. If the Settlement Administrator receives an incomplete or deficient Exclusion Form, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. If the Settlement Administrator does not

receive a cured Exclusion Form postmarked by the last and fourteenth (14th) day of the cure period, the Class Member will be deemed not have excluded himself or herself from the Settlement and will be bound by the Settlement.

- e. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform the Parties' counsel of the number of Notice Packets mailed, number of Notice Packets returned as undeliverable, number of Notice Packets remailed, and number of Exclusion Forms and objections received.
- f. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than sixteen (16) calendar days before the Final Approval Hearing. If any material changes occur after the date of the filing of Settlement Administrator's declaration of due diligence but before the Final Approval Hearing, the Settlement Administrator will supplement its declaration.

3. Disputing the Attributed Workweeks and/or Pay Periods. Class Members will have the opportunity to dispute the number of eligible workweeks and/or pay periods they have been credited as provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. Mail to the Settlement Administrator, explaining the basis for the dispute and including any supporting documentation showing that the workweeks and/or pay periods credited to him or her is inaccurate. Defendant's records will be presumed determinative absent credible evidence to rebut the accuracy of the workweeks and/or pay periods credited to a Class Member. The Settlement Administrator will evaluate the evidence submitted by the Class Member and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Settlement Administrator's recommendation, the dispute will be presented to the Court for determination. The Court will make the final decision on disputes.

4. Objections to Settlement. The Notice Packet will provide that Class Members who wish to object to the Settlement may do so by mailing a written objection to the Settlement Administrator, postmarked no later than the Response Deadline. The date of the postmark will be the exclusive means for determining whether an objection was timely.

- a. For an objection to be valid, it must: (i) be signed by the objecting Class Member or his or her lawful representative; (ii) include the objecting Class Member's full name, address, telephone number, and last four digits of the Class Member's Social Security number; (iii) include the words "Notice of Objection" or "Formal Objection"; and (iv) state the case name and case number.
- b. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing (either in person or through the objecting Class Member's own counsel). In other words, Class Members wishing to object to this Agreement may do so by simply appearing at the Final Approval Hearing to orally object.
- c. If a Class Member objects to this Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Class Member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.
- d. The Settlement Administrator shall send all objections to the Parties' counsel. Class Counsel will be responsible for filing the objections with the Court in advance of the Final Approval Hearing. The Parties' counsel will be permitted to respond in writing to any properly submitted objections no later than nine (9) court days before the Final Approval Hearing.
- e. If a Class Member submits both an Exclusion Form and written objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact this Class Member to determine if they intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact the Class Member within ten (10) calendar days of receiving both the Exclusion Form and written objection or the Class Member fails to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. The Class Member's written objection will be invalid, and the Class Member will no longer be considered a member of the Class, will not receive his or her Individual Settlement Share, and will not be bound by the Released Claims.

5. Request for Exclusion from the Settlement. The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail an Exclusion Form to the Settlement Administrator by the Response Deadline. The date of the postmark will be the exclusive means for determining whether an Exclusion Form was timely.

- a.** The Exclusion Form shall state the Class Member wishes to exclude himself or herself from the Settlement and must: (i) include the Class Member's name, address, and the last four digits of the Class Member's Social Security number; (ii) be addressed to the Settlement Administrator at the specified address; (iii) be signed by the Class Member or his or her lawful representative; and (iv) be postmarked no later than the Response Deadline. If there is a question about the authenticity of a signed Exclusion Form, the Settlement Administrator may demand additional proof of the Class Member's identity. All Exclusion Forms received by the Settlement Administrator shall be submitted to the Court.
- b.** An Exclusion Form will not be valid if it is not timely submitted, not signed by the Class Member, and/or does not contain the name and address of the Class Member. Class Members who fail to submit valid and timely Exclusion Forms will automatically be included in the Settlement and will become Participating Class Members. Each Participating Class Member shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court and shall receive an Individual Settlement Share regardless of whether the Participating Class Member objected to the Settlement.
- c.** Any Class Member who returns a valid and timely Exclusion Form will not participate in or be bound by the terms of the class portion of the Settlement or any Final Judgment entered if the Settlement is approved by the Court and will not have any right to object to, appeal, or comment thereon. Class Members who return valid and timely Exclusion Forms will not be entitled to any payment from the Net Settlement Amount (except for any payment from the PAGA Amount, if applicable).
- d.** Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any Eligible Aggrieved Employee to exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims as provided herein. An Eligible Aggrieved Employee who submits a valid and timely request for exclusion will still receive his or her share of the PAGA Payment (if applicable) and will be bound by the PAGA Released Claims.

6. No Solicitation of Objections or Exclusion Forms. Neither the Parties nor their counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal the Final Approval Order or Judgment.

7. Motion for Final Approval.

- a. At the earliest practicable time following the expiration of the Response Deadline, Class Counsel will file a motion and memorandum in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (i) Attorney Fee Award; (ii) Cost Award; (iii) Administration Costs; (iv) Class Representative Enhancement Payment; and (v) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) pursuant to which all Participating Class Members shall release all Released Claims.
- b. Upon Final Approval of the Settlement, the Parties shall present to the Court a Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (i) enforcing this Settlement Agreement; (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

8. Defendant's Legal Fees. Defendant is responsible for paying all its legal fees, costs, and expenses incurred in this Action in addition to and separate from payment of the Gross Settlement Amount.

L. Released Claims. Upon Defendant's fulfillment of its payment obligations set forth herein, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Claims.

M. PAGA Released Claims. Upon Defendant's fulfillment of its payment obligations set forth herein, Plaintiff and Eligible Aggrieved Employees shall fully and finally release and discharge the Released Parties from the PAGA Released Claims.

N. Plaintiff's General Release of Claims. Upon Defendant's fulfillment of its payment obligations set forth herein, Plaintiff provides a general release of claims for himself and any spouse, heirs, successors, and assigns and forever releases, remises, and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time during the

Class Period, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of wages during that employment and the cessation of that employment, and/or violation of any federal, state or local statute, rule, ordinance, or regulation. With respect to this General Release, Plaintiff stipulates and agrees that he shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Civil Code section 1542, or any other similar provision under federal or state law, which provides:

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

O. Conditions Precedent. This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting Preliminary Approval of the Settlement;
2. The Court enters an order granting Final Approval of the Settlement and a Final Judgment; and
3. The Effective Date occurs.

P. Miscellaneous Terms.

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering this Agreement, including, but not limited to, admitting that it was the employer of any Class Member at any time. Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it engaged in any unlawful activity, failed to comply with the law in any respect, has any liability to anyone under the claims asserted in this Action, or that but for the Settlement, a Class should be certified in this Action. This Agreement is entered solely for the purpose of compromising highly disputed claims. This Settlement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (other than in connection with this Settlement).
2. **No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or

bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies, or bonus programs.

3. **No Solicitation of Individual Settlements.** Defendant and Defense Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement becomes null and void, Defendant and Defense Counsel will not attempt to procure any individual settlements from the Class Members. Should this clause be violated, Plaintiff reserves the right to terminate the Settlement. Plaintiff and Class Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement becomes null and void, Plaintiff and Class Counsel shall not attempt to procure any Exclusion Forms. Should this clause be violated, Defendant reserves the right to terminate the Settlement.
4. **Publicity.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement. In response to any inquiries, Plaintiff will state that "the case was resolved and it was resolved confidentially." Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Class or the Settlement Agreement on their website and shall not contact any reporters or media regarding the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiff and Class Members and in any filings with the Court.
5. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering this Agreement, the Parties agree this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.
6. **Authorization to Enter the Settlement Agreement.** The Parties' counsel warrant and represent that they are authorized by the Parties to take all appropriate action required or permitted to be taken by such Parties under this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their

best efforts to effect the implementation of the Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties will seek the assistance of the Court. In all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Settlement Agreement.

7. **No Unalleged Claims.** Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, have no current intention of pursuing any claims against Defendant in any judicial, administrative, or arbitral forum, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant and that Class Counsel are not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, excepting those facts or legal theories alleged in the Complaint. Plaintiff and Class Counsel further represent and agree that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered were it not for this representation. Nothing in this section will be construed as a restraint on the right of any counsel to practice.
8. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
9. **Fair, Adequate, and Reasonable Settlement.** The Parties and their counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of this Action and have arrived at this Agreement through arm's-length negotiations, considering all relevant factors, current and potential. The Parties further agree that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or its counsel participated in the drafting of this Agreement.
10. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Parties will request that the Court first attempt to construe the provisions valid to the fullest extent possible, so as to define all provisions of this Agreement valid and enforceable. If any provision of

this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

- 11. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the settlement and must be approved substantially as written. The descriptive headings of any sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 12. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that the Parties' counsel will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence of this Agreement.
- 13. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith. The Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Agreement and all orders and judgments in connection.
- 14. No Prior Assignment.** Plaintiff represents, covenants, and warrants that he has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 15. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest and subject to the Court's approval.
- 16. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in this Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- 17. Waiver of Certain Appeals.** The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the Settlement unless the Court modifies the Settlement.

- 18. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 19. Notice of Settlement to LWDA.** Plaintiff represents that he will provide notice of this Agreement and settlement to the LWDA as required by Labor Code section 2699(1)(2) at the same time he files the Motion for Preliminary Approval.
- 20. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.
- 21. Cooperation in Drafting.** The Parties cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any party on the basis that the party was the drafter.
- 22. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 23. Class Size Escalator.** If it is determined that the number of workweeks during the Class Period exceeds ten percent (10%) or more of 7,200 (*i.e.*, if there are 7,921 or more total workweeks), then Defendant will either: (1) pay an additional sum necessary to increase the GSA on a proportional basis (*i.e.*, if there was a 12% increase in workweeks, Defendant would increase the GSA by 2%); or (2) elect to shorten the Class Period and PAGA Period (along with their associated releases) to a date that the total number of workweeks worked is at or under the 7,921 workweek threshold.
- 24. Defendant's Right to Withdraw.** If 10% or more of the Class Members validly and timely request exclusion from this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defense Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defense Counsel must give Class Counsel and Settlement Administrator written notice no later than ten (10) business days after the Response Deadline. If Defendant chooses to withdraw from the Settlement in this matter, Defendant will remain responsible for paying all settlement administration costs incurred to that point.

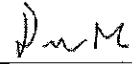
If this Settlement is nullified or terminated as provided above: (a) this Settlement shall be considered null and void; (b) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms; and (c) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Plaintiff is prohibited from opting out of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 12/30/2024

Derrick McCoy

By: 

Dated: January 3, 2025

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Lily Short, Esq.
Attorneys for Plaintiff

Dated: _____

AW Industries, LLC d/b/a Newair

By: _____
On behalf of AW Industries, LLC d/b/a Newair

Dated: _____

Jackson Lewis P.C. [Approving as to Form Only]

By: _____
Jordan Wysocki, Esq.
Kathy Le, Esq.
Attorneys for Defendant

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

Derrick McCoy

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Lily Short, Esq.

Attorneys for Plaintiff

Dated: 12/26/2024

AW Industries, LLC d/b/a Newair

By:  _____

On behalf of AW Industries, LLC d/b/a Newair

Dated: 1/3/2025

Jackson Lewis P.C. [Approving as to Form Only]

By:  _____

Jordan Wysocki, Esq.

Kathy Le, Esq.

Attorneys for Defendant

EXHIBIT 2

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Attorneys for Defendant

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

DERRICK MCCOY, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

AW INDUSTRIES, LLC D/B/A NEWAIR,
a Nevada limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2022-01289657-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa McCormick
Department CX-105

CLASS ACTION

**AMENDMENT TO THE JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: November 2, 2022
Trial Date: None Set

1 This Amendment to the Joint Stipulation of Class Action and PAGA Settlement is
2 entered into by Plaintiff Derrick McCoy ("Plaintiff") on their own behalf and on behalf of all
3 members of the Class on the one hand and Defendant AW Industries, LLC d/b/a Newair
4 ("Defendant") on the other hand.

5 RECITALS

6 1. On January 3, 2025, the Parties fully executed the Joint Stipulation of Class
7 Action and PAGA Settlement ("Settlement Agreement"), representing the long-form agreement
8 submitted to the Court for approval.

9 2. On March 14, 2025, Plaintiff submitted the Settlement Agreement to the Court
10 for approval, which was set for hearing on July 24, 2025.

11 3. On July 24, 2025, the Court issued a tentative ruling ordering the Parties to
12 modify portions of the Settlement Agreement (and exhibits), as well as provide supplemental
13 information for the Court's review, and continued the Preliminary Approval Hearing to January
14 5, 2026.

15 4. Thereafter, the Parties met and conferred and agreed to modify certain portions
16 of the Settlement Agreement (and exhibits) consistent with the Court's order and hereby submit
17 this Amendment to the Joint Stipulation of Class Action and PAGA Settlement.

18 STIPULATION

19 1. Section I(K) previously read as follows:

20 Class Representative Enhancement Payment: The amount awarded to Plaintiff for
21 the services as the Class Representative that will not exceed \$10,000. This payment shall be
22 paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Class
23 Representative Enhancement Payment is subject to the Court's approval. If the Court awards
24 less than the amount requested, any amount not awarded will become part of the Net Settlement
25 Amount for distribution to Participating Class Members.

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1 **Section I(K) shall now read as follows:**

2 **Class Representative Enhancement Payment:** The amount awarded to Plaintiff for
3 the services as the Class Representative that will not exceed \$5,000. This payment shall be paid
4 from the Qualified Settlement Fund and will not be opposed by Defendant. The Class
5 Representative Enhancement Payment is subject to the Court's approval. If the Court awards
6 less than the amount requested, any amount not awarded will become part of the Net Settlement
7 Amount for distribution to Participating Class Members.

8 **2. Section I(Q) previously read as follows:**

9 **Effective Date:** The terms of settlement embodied in this Settlement along with all
10 associated releases will become effective when all of the following events have occurred: (1)
11 this Settlement has been executed by all Parties and their counsel; (2) the Court has given
12 preliminary approval to the Settlement; (3) the Class Notice has been given to the Class,
13 providing them with an opportunity to dispute information contained in the Class Notice, to opt
14 out of the Settlement, or to object to the Settlement; (4) the Court has held a Final Approval
15 Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and
16 approving this Settlement; and (5) the later of the following events: (a) sixty-five (65) calendar
17 days following entry of the Court's Final Approval Order; or (b) if any appeal, writ or other
18 appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar
19 days following entry of the Court's Final Approval Order, then when any appeal, writ or other
20 appellate proceeding opposing the Settlement has been resolved finally and conclusively with
21 no right to pursue further remedies or relief. It is the intention of the Parties that the Settlement
22 shall not become effective until the Court's order approving the Settlement is completely final
23 and there is no further recourse by an appellant or objector who seeks to contest the Settlement
24 (this process will be referred to herein as "the Settlement becomes final").

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1 **Section I(Q) shall now read as follows:**

2 **Effective Date:** The terms of settlement embodied in this Settlement will become
3 effective when all of the following events have occurred: (1) this Settlement has been executed
4 by all Parties and their counsel; (2) the Court has given preliminary approval to the Settlement;
5 (3) the Class Notice has been given to the Class, providing them with an opportunity to dispute
6 information contained in the Class Notice, to opt out of the Settlement, or to object to the
7 Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval
8 Order and Judgment certifying the Settlement Class and approving this Settlement; (5) the later
9 of the following events: (a) sixty-five (65) calendar days following entry of the Court's Final
10 Approval Order; or (b) if any appeal, writ or other appellate proceeding opposing this
11 Settlement has been filed within sixty-five (65) calendar days following entry of the Court's
12 Final Approval Order, then when any appeal, writ or other appellate proceeding opposing the
13 Settlement has been resolved finally and conclusively with no right to pursue further remedies
14 or relief. It is the intention of the Parties that the Settlement shall not become effective until the
15 Court's order approving the Settlement is completely final and there is no further recourse by
16 an appellant or objector who seeks to contest the Settlement (this process will be referred to
17 herein as "the Settlement becomes final").

18 **3. Section I(II) previously read as follows:**

19 **Released Claims:** Upon Defendant's fulfillment of its payment obligations set forth
20 herein, the claims that Plaintiff and Participating Class Members are releasing in exchange for
21 the consideration provided for by this Agreement are defined as all claims that were asserted, or
22 could have been asserted, in the Action based on the facts, circumstances, primary rights, or
23 allegations in the Complaint. These are claims for Defendant's alleged: (1) failure to pay
24 earned wages; (2) failure to pay minimum wages (including any claims for additional wages
25 owed due to "off-the-clock" work); (3) failure to pay overtime compensation; (4) failure to
26 provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal period premium
27 wages; (7) failure to pay rest period premium wages; (8) failure to provide accurate wage
28 statements; (9) failure to timely pay final wages during employment and at separation; (10)

1 failure to maintain accurate payroll records; (11) failure to reimburse business-related
2 expenses; (12) making unlawful deductions from wages; (13) violation of California Day of
3 Rest Law; (14) unlawful agreements (such as unlawful arbitration agreements); (15) unfair
4 competition or business practices; (16) any and all claims under PAGA; and (17) any and all
5 claims for associated penalties, whether civil or statutory in nature, interest, attorneys' fees and
6 costs, or any other associated damages, and all other alleged violations of the Labor Code and
7 Business and Professions Code section 17200, *et seq.* This release excludes the release of
8 claims not permitted by law. The time frame of the Released Claims shall be limited to the
9 Class Period.

10 **Section I(II) shall now read as follows:**

11 **Released Claims:** Upon Defendant's fulfillment of its payment obligations set forth
12 herein, the claims that Plaintiff and Participating Class Members are releasing in exchange for
13 the consideration provided for by this Agreement are defined as all claims that were asserted, or
14 could reasonably have been asserted, in the Action based on the facts alleged in the Complaint.
15 These are claims for Defendant's alleged: (1) failure to pay earned wages; (2) failure to pay
16 minimum wages (including any claims for additional wages owed due to "off-the-clock" work);
17 (3) failure to pay overtime compensation; (4) failure to provide meal periods; (5) failure to
18 provide rest periods; (6) failure to pay meal period premium wages; (7) failure to pay rest
19 period premium wages; (8) failure to provide accurate wage statements; (9) failure to timely
20 pay final wages during employment and at separation; (10) failure to maintain accurate payroll
21 records; (11) failure to reimburse business-related expenses; (12) making unlawful deductions
22 from wages; (13) violation of California Day of Rest Law; (14) unlawful agreements (such as
23 unlawful arbitration agreements); and (15) unfair competition or business practices. This
24 release excludes the release of claims not permitted by law. The time frame of the Released
25 Claims shall be limited to the Class Period.

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1 **4. Section I(JJ) previously read as follows:**

2 **Released Parties:** Defendant and its past and present parents, shareholders, managers,
3 representatives, predecessors, successors and assigns in interest, all affiliates, subsidiaries,
4 officers, directors, members, agents (including any investment bankers, accountants, insurers,
5 reinsurers, auditors, consultants, attorneys and any past, present, or future officers, directors,
6 and employees), employees, principals, spouses, heirs, and stockholders, and staffing agencies
7 that supplied workers to Defendant (including Apple One, BaronHR, CV Resources, Driven
8 Talent, Empire Workforce, and Randstad).

9 **Section I(JJ) shall now read as follows:**

10 **Released Parties:** Defendant and its past and present parents, shareholders, managers,
11 predecessors, successors and assigns in interest, subsidiaries, officers, directors, members,
12 employees, principals, heirs, and stockholders.

13 **5. Section III(I)(7)(b) previously read as follows:**

14 **To Plaintiff:** In addition to the Individual Settlement Share and subject to the Court's
15 approval, Plaintiff will receive up to \$10,000 as the Class Representative Enhancement
16 Payment in exchange for the time, effort, and risks he undertook in bringing and prosecuting
17 this matter. Payroll tax withholdings and deductions will not be taken from the Class
18 Representative Enhancement Payment. The Settlement Administrator shall issue an IRS Form
19 1099-MISC to Plaintiff for the Class Representative Enhancement Payment. Plaintiff shall be
20 solely and legally responsible to pay any and all applicable taxes on his Class Representative
21 Enhancement Payment. If the Court does not approve the entirety of the application for the
22 Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the
23 settlement. If the Court does not approve the entirety of the application for the Class
24 Representative Enhancement Payment, the Settlement Administrator shall pay whatever
25 amount the Court awards, and neither Defendant nor the Settlement Administrator shall be
26 responsible for paying the difference.

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1 **Section III(I)(7)(b) shall now read as follows:**

2 **To Plaintiff:** In addition to the Individual Settlement Share, and subject to the Court's
3 approval, Plaintiff will receive up to \$5,000 as the Class Representative Enhancement Payment
4 in exchange for the time, effort, and risks he undertook in bringing and prosecuting this matter.
5 Payroll tax withholdings and deductions will not be taken from the Class Representative
6 Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099-MISC to
7 Plaintiff for the Class Representative Enhancement Payment. Plaintiff shall be solely and
8 legally responsible to pay any and all applicable taxes on his Class Representative
9 Enhancement Payment. If the Court does not approve the entirety of the application for the
10 Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the
11 settlement. If the Court does not approve the entirety of the application for the Class
12 Representative Enhancement Payment, the Settlement Administrator shall pay whatever
13 amount the Court awards, and neither Defendant nor the Settlement Administrator shall be
14 responsible for paying the difference.

15 6. **Section III(K)(4)(a) previously read as follows:**

16 **Objections to Settlement:** For an objection to be valid, it must: (i) be signed by the
17 objecting Class Member or his or her lawful representative; (ii) include the objecting Class
18 Member's full name, address, telephone number, and last four digits of the Class Member's
19 Social Security number; (iii) include the words "Notice of Objection" or "Formal Objection";
20 and (iv) state the case name and case number.

21 **Section III(K)(4)(a) shall now read as follows:**

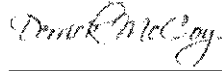
22 **Objections to Settlement:** For an objection to be valid, it must: (i) be signed by the
23 objecting Class Member or his or her lawful representative; (ii) include the objecting Class
24 Member's full name, address, telephone number, and last four digits of the Class Member's
25 Social Security number; (iii) provide reason(s) for the objection in the provided space; and (iv)
26 be postmarked no later than the Response Deadline.

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1
2 Dated: 09/22/2025

DERRICK MCCOY

3 
4

5 Dated: 09/25/2025

AW INDUSTRIES, LLC D/B/A NEWAIR

6 
7

8 Name: Srikrishna Mankal
9 Title: Interim President & CFO

10 **APPROVED AS TO FORM**

11 Dated: 09/22/2025

JUSTICE LAW CORPORATION

12 
13

14 Douglas Han, Esq.
15 Shunt Tatavos-Gharajeh, Esq.
16 Lily Short, Esq.
Attorneys for Plaintiff

17 Dated: September 25, 2025

JACKSON LEWIS P.C.

18 
19

20 Jordan Wysocki, Esq.
21 Kathy Le, Esq.
Attorneys for Defendant

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

McCoy v. AW Industries, LLC D/B/A Newair

Case No. 30-2022-01289657-CU-OE-CXC

**NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid or non-exempt employees employed by Defendant AW Industries, LLC d/b/a Newair ("Defendant") – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the time period from November 2, 2018, through December 21, 2024.

The Superior Court of the State of California, County of Orange, has granted preliminary approval to a settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and PAGA Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes only ("Class" or "Class Members"):

All current and former hourly-paid or non-exempt employees employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the time period from November 2, 2018, through December 21, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?..... Page 2
2. What Is This Case About? Page 2
3. Am I a Class Member? Page 3
4. How Does This Class Action Settlement Work?..... Page 3
5. Who Are the Attorneys Representing the Parties? Page 4

6.	What Are My Options?	Page 4
7.	How Do I Opt Out or Exclude Myself From This Settlement?	Page 5
8.	How Do I Object to the Settlement?	Page 6
9.	How Does This Settlement Affect My Rights?	Page 6
1.	Released Claims	Page 7
2.	PAGA Released Claims.....	Page 7
10.	How Much Can I Expect to Receive From This Settlement?	Page 7
11.	What is the PAGA Payment and Am I Eligible for It?	Page 9
12.	How Will the Attorneys for the Class and the Class Representative Be Paid?	Page 10
13.	Final Approval Hearing	Page 10

1. Why Have I Received This Notice?

The personnel records and business records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims from November 2, 2018, through December 21, 2024 ("Class Period"), and all Eligible Aggrieved Employees' PAGA Released Claims from November 2, 2021, through December 21, 2024 ("PAGA Period"), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED] in the Superior Court of California, County of Orange. The Court directed that you receive this Notice. The Court has determined only that there is sufficient evidence to suggest the settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the settlement on [REDACTED] at [REDACTED] before Judge Melissa McCormick at Department CX-105 in the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

2. What Is This Case About?

On June 29, 2022, Plaintiff Derrick McCoy ("Plaintiff") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

On November 2, 2022, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Orange. The lawsuit alleged violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 ("PAGA")); and (9) Business & Professions Code section 17200, *et seq.*

After engaging in discovery, investigations, and negotiations, on October 22, 2024, the Parties remotely attended mediation with the mediator, Judge Carl West (Ret.), resulting in the Parties reaching a tentative settlement.

Defendant disagrees with the allegations made by Plaintiff. Defendant expressly denies that it did anything to Plaintiff or any other Class Member that was illegal or would result in any liability under the employment laws. Defendant also does not admit it employed any Class Member at any time.

This means that the Court has not determined whether any laws have been violated nor has it decided in favor of the Parties. Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong.

3. *Am I A Class Member?*

You are a Class Member if you are a current or former hourly-paid or non-exempt employee employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the time period from November 2, 2018, through December 21, 2024.

4. *How Does This Class Action Settlement Work?*

Plaintiff sued on behalf of himself and all other similarly situated employees who are current or former hourly-paid or non-exempt employees employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members”. The settlement of this Class Action resolves the Released Claims of all Class Members except those who exclude themselves from the Class in the manner set forth below.

The Court must review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents that explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff’s counsel (“Class Counsel”), whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Defendant
--	--------------------------------

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
Lily Short
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

JACKSON LEWIS P.C.

Jordan Wysocki
Kathy Le
200 Spectrum Center Dr. Suite 500
Irvine, California 92618
Telephone: (949) 885-1360
Facsimile: (949) 885-1380

The Court has preliminarily approved the appointment of Justice Law Corporation to represent you and all Class Members simultaneously with respect to the Settlement. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the Settlement and of your options. Your rights, the consequences of each option, and the steps you must take to select each option, are summarized below, and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- 1. DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you are a current or former hourly-paid or non-exempt employee employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California during the Class Period. You will release all the Released Claims and give up your right to pursue the Released Claims.
- 2. OPT OUT:** If you do not want to participate as a Class Member, you may opt out, which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share, and you will not give up the right to sue the Released Parties for any of the Released Claims. If you do opt out, you may still receive a portion of the PAGA Payment. Your right to pursue a claim pursuant to PAGA will be extinguished regardless of whether you opt out.
- 3. OBJECT:** You may file an Objection Form to the Settlement. If you would like to object, you may not opt out of this Settlement. If you submit both an Exclusion Form and Objection Form to the Settlement Administrator

prior to the Response Deadline, the Settlement Administrator will first attempt to contact you to determine if you intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact you within ten (10) calendar days of receiving both the Exclusion Form and Objection Form or you fail to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. Your written objection will be invalid. You will no longer be considered a member of the Class, will not receive your Individual Settlement Share, and will not be bound by the Released Claims.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement?" and "How Do I Object To The Settlement?"

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the Settlement, you may be excluded by sending a timely exclusion form. A Request for Exclusion Form ("Exclusion Form") has been provided to you along with this Notice, which can be used for this purpose. Alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the Released Claims. The Exclusion Form must be signed, dated, and mailed by first-class regular U.S. Mail, postmarked no later than at . You cannot exclude yourself by phone.

Eligible Aggrieved Employees May Not Opt Out of PAGA Portion of the Settlement. You do not have the right to opt out or exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims. If you submit a valid and timely request for exclusion, you will still receive your share (if any) of the PAGA Payment and will release the PAGA Released Claims.

If you receive a remailed Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) calendar days from to postmark an Exclusion Form or objection to the Settlement. The envelope should indicate whether the Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives final approval from the Court. All Exclusion Forms received by the Settlement Administrator shall be submitted to the Court.

You are responsible for ensuring that the Settlement Administrator receives any Exclusion Form you submit.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an Objection Form to the Settlement Administrator at _____ by _____. The Objection Form must: (1) be signed by the objecting Class Member or his or her lawful representative; (2) include the objecting Class Member's full name, address, telephone number, and last four digits of the Class Member's Social Security number; (3) provide reason(s) for the objection; and (4) be postmarked no later than the Response Deadline.

Class Members' valid and timely Objection Forms to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Absent good cause found by the Court, Class Members who fail to object in the manner specified above may still appear and object at the Final Approval Hearing (either in person or through their own counsel) to object orally. . If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and its past and present parents, shareholders, managers, predecessors, successors, and assigns in interest, subsidiaries, officers, directors, members, employees, principals, heirs, and stockholders ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

Upon Defendant's fulfillment of its payment obligations set forth in the Settlement Agreement, the claims that Plaintiff and Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are defined as all claims that were asserted, or could reasonably have been asserted, in the Action based on the facts alleged in the Complaint. These are claims for Defendant's alleged: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the-clock" work); (3) failure to pay overtime compensation; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal period premium wages; (7) failure to pay rest period premium wages; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) making unlawful deductions from wages; (13) violation of California Day of Rest Law; (14) unlawful agreements (such as unlawful arbitration agreements); and (15) unfair competition or business practices. This release excludes the release of claims not permitted by law. The time frame of the Released Claims shall be limited to the Class Period.

B. PAGA Released Claims.

Upon Defendant's fulfillment of its payment obligations set forth in the Settlement Agreement, the claims that Plaintiff and Eligible Aggrieved Employees are releasing in exchange for the consideration provided for by this Agreement are defined as all claims for civil penalties based on the facts alleged in the Complaint and notice letter to the LWDA dated on or about June 29, 2022. These are claims for civil penalties under PAGA based upon or arising out of Defendant's alleged: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the-clock" work); (3) failure to pay overtime compensation; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal period premium wages; (7) failure to pay rest period premium wages; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) making unlawful deductions from wages; (13) violation of California Day of Rest Law; and (14) unlawful agreements (such as unlawful arbitration agreements). The time frame of the PAGA Released Claims shall be limited to the PAGA Period.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to but no more than \$500,000 ("Gross Settlement Amount" or "GSA").

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount available for distribution to all Class Members who do not submit valid and timely requests to exclude themselves from the Settlement ("Participating Class Members") after the deduction of the following:

1. Attorney Fee Award of up to \$150,000 (30% of the Gross Settlement Amount) to Class Counsel;
2. Cost Award of up to \$30,000 to Class Counsel. These payments are each subject to court approval;
3. Class Representative Enhancement Payment of up to \$5,000 to Plaintiff;
4. Administration Costs of up to \$8,500 to the Settlement Administrator; and
5. PAGA Payment of up to \$50,000 to the LWDA and Eligible Aggrieved Employees.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (1) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period; and (2) multiplying the result by each Participating Class Member's weeks worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the Response Deadline has expired, based upon the calculation above, your approximate share of the

Net Settlement Amount, is as follows: \$_____, less taxes. This is based on Defendant's records that show you worked ____ workweeks within the Class Period.

If you believe that the number of eligible workweeks is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at _____ on or before _____. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of eligible workweeks with which you should be credited. The Court may review the Settlement Administrator's decision and will make the final determination.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. Eighty percent (80%) of your Individual Settlement Share will be treated as penalties, interest, and reimbursement of expenses and will be paid pursuant to an IRS Form 1099. Defendant's portion of payroll taxes as the Class Members' current or former employer will be paid separately from the Gross Settlement Amount.

No later than thirty (30) calendar days after the Effective Date (as defined in the Agreement), Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund that will be established and maintained by the Settlement Administrator. Your Individual Settlement Share will be calculated and distributed within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

It is strongly recommended that upon receipt of your settlement check, you immediately cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed funds to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

II. What is the PAGA Payment and Am I Eligible for it?

A representative PAGA action is a type of representative lawsuit authorized by the Labor Code section 2698 (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.

A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for himself and aggrieved employees for Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the

number of Labor Code violations committed by the employer, a portion of which (75%) must be paid to the State of California.

Members of a class action have the right to opt out of, or exclude themselves from, the class action. Aggrieved employees do not have the right to opt out of (or object to) a representative PAGA action. However, aggrieved employees do retain the right to pursue the class claims if they timely opt out of the settlement.

You are an aggrieved employee eligible to recover settlement funds from the PAGA Payment ("Eligible Aggrieved Employee") if you are a current or former hourly-paid or non-exempt employee employed by Defendant – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the time period from November 2, 2021, through December 21, 2024.

Under the terms of the Settlement, \$50,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$37,500) will be sent to the State of California. Eligible Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$12,500) based on the number of pay periods they worked during the PAGA Period.

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the twenty-five percent (25%) of the PAGA Payment allocated to the Eligible Aggrieved Employees. Each individual share will be calculated by: (1) dividing the amount of the Eligible Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$12,500) by the total number of pay periods worked by all Eligible Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Eligible Aggrieved Employee's pay periods during the PAGA Period.

Based on the total number of pay periods within the PAGA Period during which you were employed, your portion of the PAGA Payment is \$12,500. This is based on Defendant's records that show you worked 100 pay periods within the PAGA Period. One hundred percent (100%) of this payment will be considered penalties. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe that the number of pay periods with which you have been credited is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at Settlement Administrator on or before 12/21/2024. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods with which you should be credited. The Court may review the Settlement Administrator's decision and will make the final determination.

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed funds to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

You cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval. Moreover, you will be bound by the PAGA Released Claims even if you do not cash your settlement check for your portion of the PAGA Payment.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount up to \$150,000 (30% of the Gross Settlement Amount) for attorneys' fees and an amount up to \$30,000 for litigation costs.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, Plaintiff will also be paid Class Representative Enhancement Payment, subject to Court approval.

13. *Final Approval Hearing*

The Court will hold a Final Approval Hearing concerning the Settlement on at before Judge Melissa McCormick at Department CX-105 in the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You are not required to appear at the Final Approval Hearing. Any changes to the Final Approval Hearing date will be reflected on the Settlement Administrator's website . A copy of this Notice along with the most important documents in this Class Action will also be made available on Settlement Administrator's website reflected above.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel, listed above, or the Settlement Administrator at the toll-free telephone number listed below.

The Settlement Administrator will post all key documents on its website set forth above, including the Complaint, written notice to the LWDA, Settlement Agreement and any amendments, Notice Packet (comprised of this Notice, Exclusion Form, and Objection Form), Order Granting Preliminary Approval, and Order and Judgment Granting Final Approval. The Order and Judgment Granting Final Approval will be posted on the Settlement Administrator's website for at least one hundred eighty (180) calendar days.

This Notice does not contain all the terms of the Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m.

You can also visit the Court's website at <https://www.occourts.org/> and accessing the civil cases under the "Case Access" tab at the top. Once you read and accept the disclaimers, input the case number 30-2022-01289657-CU-OE-CXC, the year the case was filed (2022), and click "Search". Under the "Register of Actions" tab, scroll down to the document containing the full Settlement Agreement, titled _____ filed on _____. You must purchase the document to access the full Agreement.

You may also contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

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A copy of the translation is attached to this certification.

Translation reference to **2024_12_18_Class Notice, McCoy v. AW Industries, Case No - 30-2022-01289657-CU-OE-CXC**

Order Date: September 19, 2025

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germary Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **2024_12_18_Class Notice, in the case McCoy v. AW Industries, LLC, Case No - 30-2022-01289657-CU-OE-CX** and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on SEP 19, 2025

Christina Harmon

09/19/2025

Christina Guerrero Harmon

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

AVISO DE DEMANDA COLECTIVA Y ACUERDO PAGA

Un tribunal autorizó este aviso. No se trata de una oferta personalizada de servicios de asistencia letrada.

No se trata de una demanda contra usted y no se le está demandando.

Sin embargo, sus derechos legales se ven afectados por el hecho de actuar o no actuar.

Para: Todos los empleados actuales y anteriores pagados por hora o no exentos empleados por el Demandado AW Industries, LLC d/b/a Newair (“Demandado”) - ya sean empleados directamente por el Demandado o suministrados al Demandado por cualquier agencia de personal temporal - dentro del estado de California en algún momento del período de tiempo entre el 2 de noviembre de 2018 y el 21 de diciembre de 2024.

El Tribunal Superior del Estado de California, Condado de Orange, ha otorgado su aprobación preliminar a un acuerdo (“Acuerdo”) de la demanda arriba mencionada (“Demanda colectiva”). Debido a que sus derechos pueden verse afectados por este Acuerdo, es importante que lea detenidamente este Aviso de Acción Colectiva y Acuerdo PAGA (“Aviso”).

El Tribunal ha certificado la siguiente Clase sólo a efectos del acuerdo (“Clase” o “Miembros de la Clase”):

Todos los empleados actuales y anteriores pagados por hora o no exentos empleados por el Demandado -ya sean empleados directamente por el Demandado o suministrados al Demandado por cualquier agencia de personal temporal- dentro del estado de California en algún momento del período de tiempo entre el 2 de noviembre de 2018 y el 21 de diciembre de 2024.

El propósito de este Aviso es proporcionar una breve descripción de las reclamaciones alegadas en la Demanda Colectiva, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

USTED PUEDE TENER DERECHO A DINERO EN VIRTUD DE LA DEMANDA COLECTIVA PROPUESTA. LEA ATENTAMENTE ESTE AVISO; LE INFORMA SOBRE SUS DERECHOS LEGALES.

QUÉ INFORMACIÓN CONTIENE ESTE AVISO

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1. ¿Por qué he recibido este aviso?

Los expedientes de personal y los expedientes comerciales del Demandado indican que usted puede ser un Miembro de la Clase. La Demanda Colectiva resolverá todas las Reclamaciones Exoneradas de los Miembros de la Clase desde el 2 de noviembre de 2018 hasta el 21 de diciembre de 2024 (“Período de la Clase”), y todas las Reclamaciones Exoneradas PAGA de los Empleados Agraviados que Califiquen desde el 2 de noviembre de 2021 hasta el 21 de diciembre de 2024 (“Período PAGA”), como se describe en la Sección No. 9 a continuación.

Se celebró una Audiencia de Aprobación Preliminar el [REDACTED] en el Tribunal Superior de California, Condado de Orange. El Tribunal ordenó que usted recibiera este Aviso. El Tribunal ha determinado únicamente que existen pruebas suficientes que sugieren que el acuerdo podría ser justo, adecuado y razonable. Cualquier determinación final sobre estas cuestiones se realizará en la Audiencia de Aprobación Definitiva.

El Tribunal celebrará una Audiencia de Aprobación Definitiva relativa al acuerdo el [REDACTED] a las [REDACTED] ante la Jueza Melissa McCormick en el Juzgado CX-105 en el Tribunal Superior de California, Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701.

2. ¿De qué trata esta causa?

El 29 de junio de 2022, el demandante Derrick McCoy (“Demandante”) notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA” por sus siglas en inglés) y al Demandado las disposiciones específicas del Código Laboral que sostiene fueron violadas y las teorías que sustentan sus alegatos.

El 2 de noviembre de 2022, el Demandante presentó una demanda colectiva por salarios y horas ante el Tribunal Superior de California, Condado de Orange. La demanda alegaba incumplimientos de: (1) los artículos 510 y 1198 del Código Laboral (horas extraordinarias no pagadas); (2) los artículos 226.7 y 512(a) del Código Laboral (primas por períodos de comida no pagadas); (3) el artículo 226.7 del Código Laboral (primas por períodos de descanso no pagadas); (4) los artículos 1194 y 1197 del Código Laboral (salarios mínimos no pagados); (5) los artículos 201 y 202 del Código Laboral (salarios finales no pagados a tiempo); (6) el artículo 226(a) del Código Laboral (declaraciones salariales no conformes); (7) los artículos 2800 y 2802 del Código Laboral (gastos empresariales no reembolsados); (8) el artículo 2698 y siguientes del Código Laboral (Ley de Abogados Generales Privados). (Ley General de Abogados Privados de 2004 (“PAGA” por sus siglas en inglés)); (9) y el artículo 17200, y siguientes del Código de Comercio y Profesiones.

Después de realizar descubrimientos, investigaciones y negociaciones, el 22 de octubre de 2024, las Partes asistieron a una mediación a distancia con el mediador el juez Carl West (retirado) que dio como resultado que las Partes llegaran a un acuerdo provisional.

El Demandado no está de acuerdo con las alegaciones realizadas por el Demandante. El Demandado niega expresamente haber hecho nada al Demandante o a cualquier otro Miembro de la Clase que fuera ilegal o que pudiera dar lugar a cualquier responsabilidad en virtud de las leyes laborales. El Demandado tampoco admite



haber empleado a ningún Miembro de la Clase en ningún momento.

Esto significa que el Tribunal no ha determinado si se ha incumplido alguna ley ni ha decidido a favor de las Partes. Ambas partes acordaron resolver el pleito sin ninguna decisión o admisión de quién tiene razón o no.

3. ¿Soy miembro de la clase?

Usted es un Miembro de la Clase si es un empleado actual o anterior pagado por hora o no exento empleado por el Demandado - ya sea empleado directamente por el Demandado o suministrado al Demandado por cualquier agencia de personal temporal - dentro del estado de California en algún momento del período de tiempo del 2 de noviembre de 2018 al 21 de diciembre de 2024.

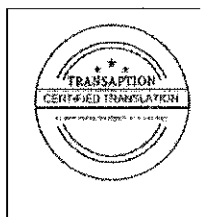
4. ¿Cómo funciona este Acuerdo Colectivo?

El Demandante demandó en su nombre y en nombre de todos los demás empleados en situación similar que sean o hayan sido empleados remunerados por hora o no exentos contratados por el Demandado -ya sea contratados directamente por el Demandado o suministrados al Demandado por cualquier empresa de trabajo temporal- dentro del estado de California durante el Período de la Demanda Colectiva. El Demandante y estos otros empleados actuales y anteriores conforman una "Clase" y son "Miembros de la Clase". El acuerdo de esta Demanda Colectiva resuelve las Reclamaciones Exoneradas de todos los Miembros de la Demanda Colectiva excepto aquellos que se excluyan de la Demanda Colectiva en la forma que se establece a continuación.

El Tribunal debe revisar los términos del Acuerdo y determinar si es justo y razonable para la Clase. El expediente del Tribunal tiene los documentos del acuerdo que explican el acuerdo con mayor detalle. Si desea obtener copias de los documentos del Acuerdo, puede ponerse en contacto con el abogado del Demandante ("Abogado de la Clase"), cuyos datos de contacto figuran a continuación, y le facilitarán una copia de forma gratuita.

5. ¿Quiénes son los abogados que representan a las partes?

Abogados del Demandante y de la Clase de Demandantes	Abogados del Demandado
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Lily Short 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Teléfono: (818) 230-7502 Fax: (818) 230-7259	JACKSON LEWIS P.C. Jordan Wysocki Kathy Le 200 Spectrum Center Dr. Suite 500 Irvine, California 92618 Teléfono: (949) 885-1360 Fax: (949) 885-1380



El Tribunal ha aprobado de forma preliminar el nombramiento de Justice Law Corporation para que le represente a usted y a todos los Miembros de la Clase simultáneamente con respecto al Acuerdo. El Abogado de la Clase está trabajando en su nombre. Si desea tener su propio abogado, puede contratar uno a su propio costo.

6. *¿Cuáles son mis opciones?*

El propósito de este aviso es informarle del acuerdo y de sus opciones. Sus derechos, las consecuencias de cada opción y los pasos que debe dar para seleccionar cada opción se resumen a continuación y se explican con más detalle en este Aviso.

Nota importante: *El Demandado no tomará ningún tipo de represalia contra usted por participar o no en este acuerdo.*

1. **NO HACER NADA** Si usted no hace nada y el Tribunal otorga la aprobación final del Acuerdo, usted pasará a formar parte de esta demanda y recibirá una Participación Individual en el Acuerdo basada en la cantidad total de Semanas Laborales que usted sea empleado actual o anterior, remunerado por hora o no exento, contratado por el Demandado -ya sea contratado directamente por el Demandado o suministrado al Demandado por cualquier agencia de contratación temporal- dentro del estado de California durante el Período de la Demanda Colectiva. Usted renunciará a todas las Reclamaciones Exoneradas, y renunciará a su derecho de perseguir las Reclamaciones Exoneradas.
2. **EXCLUIRSE:** Si no desea participar como Miembro de la Clase, puede renunciar, lo que le retirará de la Clase y de esta Demanda colectiva. Si el Tribunal otorga la aprobación final del Acuerdo, usted no recibirá una Parte Individual del Acuerdo, y no renunciará al derecho de demandar a las Partes Exoneradas, por ninguna de las Reclamaciones Exoneradas. Si opta por renunciar, aún podrá recibir una parte del Pago PAGA. Su derecho a entablar una demanda en virtud de PAGA se extinguirá independientemente de que opte o no por excluirse.
3. **OBJETARSE:** Puede presentar un Formulario de Objeción al Acuerdo. Si desea objetarse, no podrá excluirse de este acuerdo. Si presenta tanto un Formulario de Exclusión como un Formulario de Objeción al Administrador del Acuerdo antes de la Fecha Límite de Respuesta, el Administrador del Acuerdo intentará primero ponerse en contacto con usted para determinar si su intención era presentar sólo el Formulario de Exclusión o el Formulario de Objeción. Si el Administrador del Acuerdo no puede ponerse en contacto con usted en un plazo de diez (10) días naturales a partir de la recepción tanto del Formulario de Exclusión como del Formulario de Objeción, o si usted no responde al Administrador del Acuerdo en un plazo de diez (10) días naturales a partir de que le contacten, sólo se considerará válido el Formulario de Exclusión. Su objeción por escrito no será válida. Dejará de ser considerado miembro de la Clase, no recibirá su Parte Individual del Acuerdo y no quedará vinculado por las Reclamaciones Exoneradas.



Los procedimientos para optar por no participar y objetarse se exponen más adelante en las secciones tituladas “¿Cómo puedo optar por no participar o excluirme de este acuerdo?” y “¿Cómo puedo objetarme al acuerdo?”

7. ¿Cómo puedo optar por no participar o excluirme de este Acuerdo?

Si no desea participar en el Acuerdo, puede ser excluido enviando a tiempo un formulario de exclusión. Junto con este Aviso se le ha facilitado un Formulario de Solicitud de Exclusión (“Formulario de Exclusión”), que puede utilizar para este fin. Alternativamente, puede enviar su propio documento escrito que incluya esta misma información. Si opta por excluirse del Acuerdo, no estará renunciando a las Reclamaciones Exoneradas. El Formulario de Exclusión debe estar firmado, fechado y enviado por correo ordinario de primera clase de EUA, con matasellos no posterior al en . No puede excluirse por teléfono.

Los empleados agraviados que califican no pueden optar por excluirse de la porción PAGA del acuerdo. Usted no tiene derecho a optar por no participar o excluirse de la porción PAGA del Acuerdo, que libera las Reclamaciones Exoneradas PAGA. Si presenta una solicitud de exclusión válida y oportuna, seguirá recibiendo su parte (si la hubiera) del Pago PAGA y liberará las Reclamaciones Exoneradas PAGA.

Si recibe un Aviso reenviado, ya sea por skip-trace o por correo reenviado, dispondrá de un plazo adicional de diez (10) días naturales a partir del para enviar por correo un Formulario de exclusión o una objeción al acuerdo. El sobre deberá indicar si el Aviso ha sido reenviado o reenviado por correo. Le recomendamos que conserve copias de todos los documentos, incluido el sobre, por si se impugna el plazo.

Los Formularios de Exclusión que no incluyan toda la información requerida y/o que no se presenten a tiempo se considerarán nulos, inválidos e ineficaces. Cualquier Miembro de la Clase que no presente un Formulario de Exclusión válido y oportuno en la fecha límite especificada anteriormente o antes de la misma quedará obligado por todos los términos del Acuerdo, la exoneración y cualquier Sentencia dictada en la Demanda Colectiva si el Acuerdo recibe la aprobación final del Tribunal. Todos los Formularios de Exclusión recibidos por el Administrador del Acuerdo se presentarán al Tribunal.

Usted es responsable de asegurarse de que el Administrador del Acuerdo reciba cualquier Formulario de Exclusión que presente.

8. ¿Cómo puedo oponerme al Acuerdo?

Si usted es un Miembro de la Clase que no opta por excluirse del Acuerdo, puede objetarse al Acuerdo, personalmente o a través de un abogado, enviando por correo un Formulario de Objeción al Administrador del Acuerdo a por . El Formulario de Objeción debe: (1) estar firmado por el Miembro de la Clase que presenta la objeción o por su representante legal; (2) incluir el nombre completo, la dirección, el número de teléfono y los cuatro últimos dígitos del número de la Seguridad Social del Miembro de la Clase que presenta la objeción; (3) proporcionar las razones de la objeción; y (4) ser matasellado a una fecha no posterior a la Fecha Límite de Respuesta.

Los Formularios de Objeción válidos y oportunos de los Miembros de la Clase al acuerdo seguirán siendo tenidas en cuenta, aunque el objetor no comparezca en la Audiencia de Aprobación Definitiva. Salvo causa justificada apreciada por el Tribunal, se considerará que los Miembros de la Clase que no presenten objeciones en la forma especificada anteriormente podrán todavía comparecer y objetar la Audiencia de Aprobación Final (ya sea en persona o a través de un abogado) para objetar oralmente. Si el Tribunal rechaza la objeción, el Miembro de la Clase recibirá una Participación individual en el Acuerdo y quedará vinculado por los términos del Acuerdo.



9. ¿Cómo afecta este Acuerdo a mis derechos? ¿Qué son las Reclamaciones Exoneradas?

Si el Tribunal aprueba el Acuerdo, dictará una sentencia definitiva. Todos los miembros de la Clase que no se excluyan del acuerdo estarán sujetos a la sentencia definitiva del tribunal y eximirán y liberarán por completo al demandado y a sus matrices, accionistas, gerentes, predecesores, sucesores y cesionarios de intereses, filiales, directivos, consejeros, miembros, empleados, mandantes, herederos y accionistas (“partes exoneradas”) pasados y presentes. Las reclamaciones exoneradas son las siguientes:

A. Reclamaciones Exoneradas.

Tras el cumplimiento por parte del Demandado de sus obligaciones de pago establecidas en el Acuerdo de Conciliación, las reclamaciones de las que el Demandante y los Miembros Participantes de la Clase se liberan a cambio de la contraprestación proporcionada por este Acuerdo se definen como todas las reclamaciones que se hicieron valer, o podrían haberse hecho valer de forma razonable, en la Acción sobre la base de los hechos alegados en la Demanda. Se trata de reclamaciones por el presunto (1) falta de pago de salarios devengados; (2) falta de pago de salarios mínimos (incluyendo cualquier reclamación de salarios adicionales adeudados debido al trabajo “fuera de horario”); (3) falta de pago de compensación por horas extras; (4) falta de provisión de períodos de comida; (5) falta de provisión de períodos de descanso; (6) falta de pago de salarios premium por períodos de comida; (7) falta de pago de salarios premium por períodos de descanso; (8) falta de provisión de declaraciones salariales precisas; (9) falta de pago puntual de salarios finales durante el empleo y en el momento de la separación; (10) falta de mantenimiento de expedientes de nóminas precisos; (11) no reembolsar los gastos relacionados con la empresa; (12) hacer deducciones ilegales de los salarios; (13) incumplimiento de la Ley del Día de Descanso de California; (14) acuerdos ilegales (como acuerdos de arbitraje ilegales); y (15) competencia desleal o prácticas comerciales. Esta exoneración excluye la liberación de reclamaciones no permitidas por la ley. El marco temporal de las Reclamaciones Exoneradas se limitará al Período de la Demanda Colectiva.

B. Reclamaciones Exoneradas de PAGA.

Una vez que el Demandado cumpla con sus obligaciones de pago establecidas en el Acuerdo de Conciliación, las reclamaciones que el Demandante y los Empleados Agraviados que Califican están liberando a cambio de la contraprestación proporcionada por este Acuerdo se definen como todas las reclamaciones por sanciones civiles basadas en los hechos alegados en la Denuncia y la carta de aviso a la LWDA fechada el 29 de junio de 2022 o alrededor de esa fecha. Se trata de reclamaciones por sanciones civiles en virtud de PAGA basadas en o derivadas de la supuesta (1) incumplimiento en el pago de salarios devengados; (2) incumplimiento en el pago de salarios mínimos (incluyendo cualquier reclamación por salarios adicionales adeudados debido al trabajo “fuera de horario”); (3) incumplimiento en el pago de compensación por horas extras; (4) incumplimiento en la provisión de períodos de comida; (5) incumplimiento en la provisión de períodos de descanso; (6) incumplimiento en el pago de salarios con prima por período de comida; (7) incumplimiento en el pago de salarios con prima por período de descanso; (8) no proporcionar declaraciones salariales precisas; (9) no pagar puntualmente los salarios finales durante el empleo y en el momento de la separación; (10) no mantener expedientes de nóminas precisos; (11) no reembolsar los gastos relacionados con la empresa; (12) realizar deducciones ilegales de los salarios; (13) infringir la Ley del Día de Descanso de California; y (14) acuerdos ilegales (como los acuerdos de arbitraje ilegales). El marco temporal de las Reclamaciones Exoneradas PAGA se limitará al Período PAGA.

10. ¿Cuánto puedo esperar recibir de este Acuerdo?

La cantidad máxima total que el Demandado podría verse obligado a pagar en virtud del acuerdo de conciliación será de hasta, pero no superior a \$500,000 (“Cantidad bruta del acuerdo” o “GSA”).



El "Importe Neto del Acuerdo" o "NSA" significa la parte del Importe Bruto del Acuerdo disponible para su distribución a todos los Miembros Participantes de la Clase que no presenten solicitudes válidas y oportunas para excluirse del Acuerdo ("Miembros Participantes de la Clase") tras la deducción de lo siguiente:

1. Concesión de honorarios de abogado de hasta \$150,000 (30% del importe Bruto del Acuerdo) a los abogados de la Clase;
2. Adjudicación de costes de hasta \$30,000 a los abogados de la Clase. Cada uno de estos pagos está sujeto a la aprobación del tribunal;
3. Pago de mejora del representante de la Clase de hasta \$5,000 al Demandadoe;
4. Costes de administración de hasta \$8,500 al administrador del acuerdo; y
5. Pago PAGA de hasta \$50,000 a la LWDA y a los empleados agraviados que califiquen.

Una vez deducidas las partidas mencionadas anteriormente, el Importe Neto del Acuerdo restante se distribuirá proporcionalmente entre todos los Miembros Participantes de la Clase. Cada Miembro Participante de la Clase recibirá una parte proporcional del Monto Neto del Acuerdo que será igual a: (1) dividir el Importe Neto del Acuerdo entre el número total de semanas trabajadas por todos los Miembros Participantes de la Clase durante el Período de la Clase; y (2) multiplicar el resultado por las semanas trabajadas de cada Miembro Participante de la Clase durante el Período de la Clase.

Aunque su parte exacta del Importe Neto del Acuerdo no puede calcularse con precisión hasta que haya expirado el Plazo de Respuesta, basándose en el cálculo anterior, su parte aproximada del Importe Neto del Acuerdo es la siguiente: \$[REDACTED], menos impuestos. Esto se basa en los expedientes del Demandado que muestran que usted trabajó [REDACTED] Semanas Laborales dentro del Período de la Demanda Colectiva.

Si cree que el número de Semanas Laborales que califican es incorrecto, puede disputar esta información enviando una explicación por escrito y/o documentación que proporcione información contraria al Administrador del Acuerdo a [REDACTED] en o antes de [REDACTED]. El Administrador del Acuerdo evaluará cualquier prueba que usted presente y tomará la decisión inicial sobre el número de Semanas Laborales que califican que se le deben acreditar. El Tribunal podrá revisar la decisión del Administrador del Acuerdo y tomará la determinación final.

El veinte por ciento (20%) de su Participación Individual en el Acuerdo se tratará como salarios no pagados. Los impuestos aplicables se retendrán únicamente de la parte correspondiente a salarios de su Participación Individual en el Acuerdo y se declararán en un formulario W-2 del IRS. El ochenta por ciento (80%) de su Parte individual del acuerdo se tratará como multas, intereses y reembolso de gastos y se pagará conforme a un Formulario 1099 del IRS. La porción del Demandado de los impuestos sobre la nómina como empleador actual o anterior de los Miembros de la Clase se pagará de forma separada del Monto Bruto del Acuerdo.

A más tardar treinta (30) días naturales después de la Fecha de Entrada en Vigor (como se define en el Acuerdo), el Demandado depositará el Monto Bruto del Acuerdo en el Fondo Calificado del Acuerdo que establecerá y mantendrá el Administrador del Acuerdo. Su Participación Individual en el Acuerdo se calculará y distribuirá en un plazo de catorce (14) días naturales tras la financiación del Importe Bruto del Acuerdo.

Se recomienda encarecidamente que, al recibir su cheque del acuerdo, lo cobre inmediatamente antes de la fecha de caducidad de 180 días que figura en cada cheque. Si queda algún cheque sin cobrar o sin depositar al expirar el plazo de 180 días tras el envío, el Administrador del acuerdo, en un plazo de doscientos (200) días naturales tras el envío de los cheques, pagará el importe de los fondos no cobrados a la División de Propiedad No Reclamada del Controlador del Estado de California, de acuerdo con la Ley de Propiedad No Reclamada de California.



11. ¿Qué es el pago PAGA y tengo derecho a percibirlo?

Una acción representativa PAGA es un tipo de demanda representativa autorizada por el artículo 2698 del Código Laboral (PAGA), que permite a los empleados agraviados presentar demandas para recuperar sanciones civiles en nombre propio, de otros empleados y del estado de California por incumplimientos del Código Laboral. Un empleado agraviado es cualquier persona que haya estado empleada por el empleador en cuestión, y contra quien se cometieron una o más de los supuestas incumplimientos del Código Laboral. Un empleado que presenta una acción PAGA representativa está actuando como agente de los organismos de aplicación de la legislación laboral de California, que tienen la facultad de iniciar una acción de aplicación directamente.

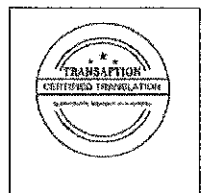
Una acción PAGA representativa es diferente de una acción colectiva en el sentido de que un empleado que presenta una acción PAGA representativa no está resolviendo las reclamaciones de otros empleados en situación similar. En lugar de ello, el empleado está actuando como agente del estado de California para obtener sanciones para sí mismo y para los empleados perjudicados por los incumplimientos del Código Laboral presuntamente cometidas contra esos empleados en virtud de PAGA. Las sanciones concedidas en una acción PAGA representativa se miden por el número de violaciones del Código Laboral cometidas por el empleador, una parte de las cuales (75%) debe pagarse al estado de California.

Los miembros de una Demanda Colectiva tienen derecho a excluirse o retirarse de la misma. Los empleados agraviados no tienen derecho a excluirse (ni a oponerse) a una acción representativa en virtud de la Ley PAGA. Sin embargo, los empleados agraviados conservan el derecho a presentar reclamaciones colectivas si se excluyen del acuerdo a tiempo.

Usted es un empleado agraviado que califica para recuperar los fondos del acuerdo del Pago PAGA (“Empleado Agraviado que Califica”) si es un empleado actual o anterior pagado por hora o no exento empleado por el Demandado -ya sea empleado directamente por el Demandado o suministrado al Demandado por cualquier agencia de personal temporal- dentro del estado de California en cualquier momento durante el período de tiempo comprendido entre el 2 de noviembre de 2021 y el 21 de diciembre de 2024.

Según las cláusulas del Acuerdo, se han reservado \$50,000 como pago PAGA. Esta parte es el importe total de las sanciones civiles recaudadas en nombre del estado de California. El setenta y cinco por ciento (75%) del Pago PAGA (\$37,500) se enviará al estado de California. Los Empleados Agraviados que Califiquen compartirán el veinticinco por ciento (25%) restante del Pago PAGA (\$12,500) basado en el número de períodos de pago que trabajaron durante el Período PAGA.

El Administrador del Acuerdo pagará a cada Empleado Agraviado que Califique según su parte proporcional del veinticinco por ciento (25%) del Pago PAGA asignado a los Empleados Agraviados que Califiquen. Cada parte individual se calculará (1) dividiendo el monto de la parte del veinticinco por ciento (25%) de las Penalidades PAGA de los Empleados Agraviados que Califiquen (\$12,500) por el número total de períodos de pago trabajados por todos los Empleados Agraviados que Califiquen durante el Período PAGA; y (2) multiplicando el resultado por los períodos de pago de cada Empleado Agraviado que Califique durante el Período PAGA.



Basado en el número total de períodos de pago dentro del Período PAGA durante el cual usted estuvo empleado, su porción del Pago PAGA es de \$ _____. Esto se basa en los expedientes del Demandado que muestran que usted trabajó _____ períodos de pago dentro del Período PAGA. El cien por cien (100%) de este pago se considerará penalización. Usted es responsable de pagar cualquier impuesto federal, estatal o local adeudado debido a este pago.

Si cree que el número de períodos de pago con los que se le ha acreditado es incorrecto, puede disputar esta información enviando una explicación por escrito y/o documentación que proporcione información contraria al Administrador del Acuerdo a _____ en o antes de _____. El Administrador del Acuerdo evaluará cualquier prueba que usted presente y tomará la decisión inicial en cuanto al número de períodos de pago con los que se le debe acreditar. El Tribunal podrá revisar la decisión del Administrador del Acuerdo y tomará la determinación final.

Se recomienda encarecidamente que, al recibir su cheque del acuerdo, lo cobre inmediatamente o lo haga efectivo antes de la fecha de caducidad de 180 días que figura en cada cheque. Si queda algún cheque sin cobrar o sin depositar al expirar el plazo de 180 días tras el envío, el Administrador del acuerdo, en un plazo de doscientos (200) días naturales tras el envío de los cheques, pagará el importe de los fondos no cobrados a la División de Propiedad No Reclamada del Controlador del estado de California, de acuerdo con la Ley de Propiedad No Reclamada de California.

Usted no puede excluirse de la porción PAGA del acuerdo si el Tribunal otorga la aprobación final. Además, usted estará obligado por las Reclamaciones Exoneradas PAGA incluso si no cobra el cheque del acuerdo por su parte del Pago PAGA.

Si usted no es un Empleado Agraviado que Califica, esta Sección no se aplica a usted.

12. ¿Cómo se pagará a los abogados de la Clase y al representante de la Clase?

Los abogados del Demandante y de la Clase serán pagados con el Monto Bruto del Acuerdo. Sujeto a la aprobación del Tribunal, los abogados del Demandante y de la Clase recibirán una cantidad de hasta \$150,000 (30% del Importe Bruto del Acuerdo) en concepto de honorarios de abogados y una cantidad de hasta \$30,000 en concepto de costas procesales.

El Demandado ha pagado todos los honorarios y costas de sus propios abogados.

Como se establece en la Sección No. 10 anterior, el Demandante también recibirá el Pago de Mejora del Representante de la Clase, sujeto a la aprobación del Tribunal.

13. Audiencia de Aprobación Definitiva

El Tribunal celebrará una Audiencia de Aprobación Definitiva relativa al acuerdo el _____ en _____ ante la Jueza Melissa McCormick en el Departamento CX-105 del Tribunal Superior de California, Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701. Usted no está obligado a comparecer en la Audiencia de Aprobación Definitiva. Cualquier cambio en la fecha de la Audiencia de Aprobación Definitiva se reflejará en la página web del Administrador del Acuerdo _____. Una copia de este Aviso junto con los documentos más importantes de esta Demanda Colectiva también estarán disponibles en el sitio web del Administrador del Acuerdo reflejado anteriormente.



SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede ponerse en contacto con el Abogado de la Clase, mencionado anteriormente, o con el Administrador del Acuerdo en el número de teléfono gratuito que se indica a continuación.

El Administrador de la Demanda Colectiva publicará en su sitio web todos los documentos clave antes mencionados, incluyendo la Demanda, el aviso escrito a la LWDA, el Acuerdo de conciliación y cualquier enmienda, el Paquete de Aviso (compuesto por este Aviso, el Formulario de exclusión y el Formulario de objeción), la Orden que otorga la aprobación preliminar y la Orden y sentencia que otorgan la aprobación final. La Orden y Sentencia que Conceden la Aprobación Definitiva se publicarán en el sitio web del Administrador del Acuerdo durante al menos ciento ochenta (180) días naturales.

Este Aviso no contiene todos los términos del Acuerdo ni todos los detalles de este procedimiento. Para obtener información más detallada, puede consultar los documentos y papeles subyacentes archivados en el Tribunal Superior del Condado de Orange en 751 West Santa Ana Boulevard, Santa Ana, California 92701 entre las 8:30 a.m. y las 4:00 p.m.

También puede visitar el sitio web del Tribunal en <https://www.occourts.org/> y acceder a los casos civiles en la pestaña "Case Access" en la parte superior. Una vez que haya leído y aceptado los avisos legales, introduzca el número de caso 30-2022-01289657-CU-OE-CXC, el año en que se presentó el caso (2022) y haga clic en "Search". En la pestaña "Register of Actions", desplácese hacia abajo hasta el documento que contiene el acuerdo de conciliación completo, titulado [REDACTED] y archivado el [REDACTED]. Debe comprar el documento para acceder al acuerdo completo.

También puede ponerse en contacto con los Abogados de la Clase visitando Justice Law Corporation en 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 durante el horario laboral habitual, de 9:00 a.m. a 6:00 p.m., o llamando al (818) 230-7502. Los Abogados de la Clase le facilitarán gratuitamente una copia electrónica de los documentos del acuerdo o de los documentos de la causa.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

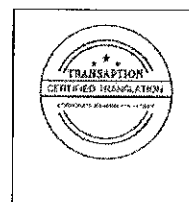


EXHIBIT 4

REQUEST FOR EXCLUSION FORM

Superior Court of California, County of Orange

McCoy v. AW Industries, LLC D/B/A Newair

Case No. 30-2022-01289657-CU-OE-CXC

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS PORTION OF THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN February 1, 2025. IT MUST BE SENT VIA FIRST-CLASS REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA FIRST-CLASS REGULAR U.S. MAIL TO:

AW INDUSTRIES, LLC D/B/A NEWAIR C/O [REDACTED]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT, EXCEPT MY PORTION (IF ANY) OF THE CIVIL PENALTIES ALLOCATED TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTION 2698, *et seq.*, SETTLEMENT.

I ALSO UNDERSTAND IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED; EXCEPT THAT EVEN IF I ELECT TO OPT OUT, I UNDERSTAND THAT I CANNOT PURSUE A PAGA LAWSUIT BASED ON THE CLAIMS RELEASED AS A PART OF THE PAGA RELEASED CLAIMS AGAINST THE RELEASED PARTIES.

I confirm that I am a current or former hourly-paid or non-exempt employee employed by AW Industries, LLC d/b/a Newair – whether employed directly by Defendant or supplied to Defendant by any temporary staffing agency – within the State of California at any time during the time period from November 2, 2018, through December 21, 2024. I confirm that I have received and reviewed the Notice of Class Action Settlement in this matter. I decided to be excluded from the Class and not to participate in the class portion of the settlement. By completing and returning this Form, I wish to be excluded from the Class, and I have decided **not** to participate in the proposed settlement of the class claims.

Dated: _____

(Signature)

(Last four digits of Social Security number)

(Type or print name and former name(s))

(Telephone number)

(Address)

(Address continued)



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024_12_18_Exclusion Form, McCoy v. AW Industries, Case No - 30-2022-01289657-CU-OE-CXC**

Order Date: January 06, 2025

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



3 Gernay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **2024_12_18_Exclusion Form**, in the case McCoy v. AW Industries, LLC, Case No - 30-2022-01289657-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on JAN 06, 2025..

Christina Harmon

01/06/2024

Christina Guerrero Harmon

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Tribunal Superior de California, Condado de Orange

McCoy contra AW Industries, LLC D/B/A Newair

Caso nº 30-2022-01289657-CU-OE-CXC

NO FIRME NI ENVÍE ESTE DOCUMENTO A MENOS QUE DESEE EXCLUIRSE DEL ACUERDO. SI SE EXCLUYE, NO RECIBIRÁ NINGÚN PAGO DE LA PARTE COLECTIVA DEL ACUERDO.

ESTE DOCUMENTO DEBE ESTAR MATASELLADO A MÁS TARDAR EL _____. DEBE ENVIARSE POR CORREO ORDINARIO DE PRIMERA CLASE DE EE.UU.

ENVÍE ESTE FORMULARIO DE EXCLUSIÓN POR CORREO ORDINARIO DE PRIMERA CLASE DE EE.UU. A

AW INDUSTRIES, LLC D/B/A NEWAIR C/O _____

DECIDO NO PARTICIPAR EN LA DEMANDA COLECTIVA ARRIBA MENCIONADA Y NO SER INCLUIDO EN LA MISMA. ENTIENDO QUE AL EXCLUIRME, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO, EXCEPTO MI PARTE (SI LA HAY) DE LAS PENAS CIVILES ASIGNADAS A LA LEY GENERAL DE ABOGADOS PRIVADOS DEL CÓDIGO DE TRABAJO DE 2004 ("PAGA"), SECCIÓN 2698, y siguientes, DEL CÓDIGO DE TRABAJO, ACUERDO.

TAMBIÉN ENTIENDO QUE SI OPTO POR EXCLUIRME DE ESTE ACUERDO DE DEMANDA COLECTIVA, CUALQUIER RECLAMACIÓN QUE TENGA NO SERÁ LIBERADA; EXCEPTO QUE INCLUSO SI OPTO POR EXCLUIRME, ENTIENDO QUE NO PUEDO ENTABLAR UNA DEMANDA PAGA BASADA EN LAS RECLAMACIONES LIBERADAS COMO PARTE DE LAS RECLAMACIONES LIBERADAS PAGA CONTRA LAS PARTES LIBERADAS.

Confirmando que soy un empleado actual o anterior pagado por hora o no exento empleado por AW Industries, LLC d/b/a Newair - ya sea empleado directamente por el Demandado o suministrado al Demandado por cualquier agencia de personal temporal - dentro del Estado de California en cualquier momento durante el período de tiempo desde el 2 de noviembre de 2018 hasta el 21 de diciembre de 2024. Confirmando que he recibido y revisado la Notificación del Acuerdo Colectivo en este asunto. He decidido ser excluido de la Demanda Colectiva y no participar en la porción colectiva del acuerdo. Al completar y devolver este Formulario, deseo ser excluido de la Clase y he decidido **no** participar en el acuerdo propuesto de las demandas colectivas.

Fecha: _____

(Firma)

(Cuatro últimos dígitos del número de la Seguridad Social)

(Escriba a máquina o con letra de imprenta el nombre y los apellidos anteriores)

(Número de teléfono)

(Dirección)

(Continuación de la dirección)

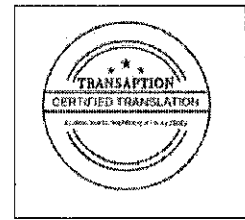


EXHIBIT 5

NOTICE OF OBJECTION

Superior Court of the State of California, County of Orange County

McCoy v. AW Industries, LLC D/B/A Newair

Case No. 30-2022-01289657-CU-OE-CXC

**TO OBJECT TO THE CLASS PORTION OF THE SETTLEMENT, YOU
MAY FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR
BEFORE [INSERT DATE] TO:
AW INDUSTRIES, LLC D/B/A NEWAIR C/O
[SETTLEMENT ADMINISTRATOR]
[INSERT ADMINISTRATOR ADDRESS]**

You do not have the right to object to the PAGA portion of the proposed Settlement. Please explain the reason(s) for your objection in the space provided below.

IDENTIFYING INFORMATION

Please verify and/or complete the following identifying information:

Dated: _____

(Signature)

(Last Four Digits of Social Security
names(s)) Number)

(Type or print name and former

(Type or print name of
authorized lawful
representative, if any)

(Telephone Number)

(Address)

(Addressed Continued)

PROVIDE REASON(S) FOR OBJECTION HERE:



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024_12_18_Objection Form, McCoy v. AW Industries, Case No - 30-2022-01289657-CU-OE-CXC--**

Order Date: September 19, 2025

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **2024_12_18_Objection Form**, in the case *McCoy v. AW Industries, LLC*, **Case No - 30-2022-01289657-CU-OE-CX** and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on SEP 19, 2025

Christina Harmon

09/19/2025

Christina Guerrero Harmon

Date

Certification Credentials may be verified online at
<https://www.atanet.org/member-directory/christina-guerrero-harmon/>



NOTIFICACIÓN DE OBJECCIÓN

Tribunal Superior del Estado de California, Condado de Orange
McCoy v. AW Industries, LLC D/B/A Newair
Caso Número 30-2022-01289657-CU-OE-CXC

**PARA OBJETAR LA PORCIÓN DE LA DEMANDA COLECTIVA DEL ACUERDO,
PUEDE LLENAR, FIRMAR Y REGRESAR ESTE FORMULARIO, CON
MATASELLOS DE O ANTES DEL [INSERT DATE] A:
AW INDUSTRIES, LLC D/B/A NEWAIR C/O
[SETTLEMENT ADMINISTRATOR]
[INSERT ADMINISTRATOR ADDRESS]**

No tiene el derecho de objetar la porción paga del Acuerdo propuesto. Por favor, explique las razones de su objeción en el espacio proporcionado al final.

INFORMACIÓN IDENTIFICATIVA

Por favor, verifique y/o complete la siguiente información identificativa:

Fecha: _____

(Firma)

(Últimos 4 Dígitos de su NSS)

(Escriba o Imprima sus Nombres
Actuales o Anteriores)

(Escriba o Imprima el Nombre de su
Representante Legal Autorizado, si lo
hubiera)

(Número Telefónico)

(Dirección)

(Continuación de la Dirección)

PROPORCIONE LAS RAZONES DE SU OBJECCIÓN AQUÍ:

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On January 22, 2026, I served the foregoing document described as

**ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA SETTLEMENT**

for the following case: **McCoy v. AW Industries LLC D/B/A Newair**
LWDA/Court Case No.: **LWDA Case No.: CM-892136-22**
Court Case No.: 30-2022-01289657-CU-OE-CXC
Orange County Superior Court

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 January 22, 2026, at Pasadena, California.



Christina Castro