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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

CIVIL UNLIMITED DIVISION

ALEXANDER BRICK, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

CALIFORNIA HYDRONICS
CORPORATION, a California Corporation; and
DOES 1 through 50, inclusive.
Defendants.

CASE NO. 22CV018191

**DECLARATION OF LENDEN F. WEBB
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

*Assigned for All Purposes to Dept. 23
Hon. Michael Markman*

Date: February 27, 2025
Time: 10:00 a.m.
Dept: 23

I, Lenden F. Webb, state and declare:

1. I am the Managing Shareholder of Webb Law Group, APC, counsel of record for Plaintiff ALEXANDER BRICK and others similarly situated (collectively "Plaintiffs") in this matter. I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
2. This declaration is being submitted in support of the Motion for Preliminary Approval of the Settlement in this matter.
3. All of the facts contained within this declaration are within my personal knowledge, and, if called as a witness, I could and would competently testify thereto.

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- 1 .
- 2 4. Attached hereto as Exhibit 1 and incorporated herein by reference is the fully executed
- 3 Class Action and PAGA Settlement Agreement and Class Notice (the “Agreement”)
- 4 along with exhibits thereto. This Declaration incorporates by reference the definitions in
- 5 the Agreement, and all terms defined therein shall have the same meaning as set forth in
- 6 the Agreement. The Agreement also contains four (4) exhibits, which will be marked as
- 7 A, B, C, and D respectively and constitute the Notice Packet. Exhibit A is the Class
- 8 Notice, Exhibit B is the Request for Exclusion Form, Exhibit C is the Pay Period
- 9 Dispute Form and Exhibit D is the objection form

10 **FAIRNESS OF SETTLEMENT**

- 11 5. As consideration for the Settlement, the gross Settlement Amount will be \$280,000.00
- 12 The Gross Settlement Amount will settle all issues pending in the Actions between the
- 13 Parties and will be made in full and final settlement of the Released Class Claims and
- 14 Released PAGA Claims. The Gross Settlement Amount includes all payments to the
- 15 Individual Class Payment, the Individual PAGA Payment, LWDA PAGA Payment,
- 16 Administration Expenses Payment, Class Counsel Fees Payment, and the
- 17 Representative Service Payments.
- 18 6. The relief provided in the Settlement will benefit all members of the Class. The
- 19 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in
- 20 any way. Payments to the Class Members are all determined under a neutral methodology.
- 21 Each Participating Class Member will receive the same opportunity to participate in and
- 22 receive payment through a neutral formula that is based upon the weeks worked by that
- 23 individual.
- 24 7. On October 27, 2023, Plaintiff and Defendants attended a mediation with Michael D.
- 25 Young, a well-respected local mediator. Ultimately the parties were unable to resolve the
- 26 matter and returned to litigation. On July 16, 2024, the Parties attended their second all
- 27 day mediation with Michael D. Young which led to this Agreement to settle the Actions.
- 28

PROCEDURAL HISTORY OF THE CASE

8. On September 20, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against CHC for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Meal Periods; (4) Failure to Provide Required Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Reimburse Employees for Required Expenses; (7) Failure to Provide Wages When Due; (8) Failure to Pay Sick Pay Wages; and (9) Unfair Competition in Violation of Business and Professions Code section 17200 et. seq. (“Class Action Complaint”). CHC denies the allegations in the Class Action Complaint, denies any failure to comply with the laws identified in in the Class Action Complaint and denies any and all liability for the causes of action alleged.
9. On the same day, September 20, 2022, Plaintiff also filed a separate Complaint against CHC in Alameda County Superior Court asserting a single cause of action under the Private Attorney’s General Act of 2004, Labor Code Section 2698 et seq., Case No. 22-CV-018209, (“the PAGA Complaint” or “the PAGA Action”). The PAGA Action is based on the same alleged Labor Code violations as the Class Action, all of which Plaintiff denies.
10. On March 7, 2023, the Alameda County Superior Court consolidated the Class Action and the PAGA Action for all purposes under Alameda County Superior Court Case No. 22-CV-018191. The Class Action Complaint and the PAGA Complaint are together referred to herein as “the Operative Complaints.”
11. On October 27, 2023, The Parties participated in their first all-day mediation presided over by mediator Michael D. Young. Ultimately the parties were unable to resolve the matter and returned to litigation. On July 16, 2024, the Parties attended their second all day mediation with Michael D. Young which led to this Agreement to settle the Actions.
12. Prior to mediation, Plaintiff obtained, through both formal and informal discovery a sampling for payroll and time documents for the Class members as well as data regarding the number of Pay Periods and Work Weeks at issue in this action. Additionally, Plaintiff

obtained contact information for the Class Members through a *Belaire-West* privacy mailing. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

13. Plaintiff has not filed a Motion for Class Certification, and the Court has not granted class certification.

14. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

SETTLEMENT TERMS AND PLAN OF ALLOCATION

15. The Gross Settlement Amount is \$280,000.00 (Agreement ¶1.23). Under the terms of the Settlement, the Gross Settlement Amount consists of the following:

- a. **Individual Class Payments – Net Settlement Amount (*currently estimated to be \$109,676*) (Agreement ¶1.30)**
- b. **Individual PAGA Payments - \$7,000 (Agreement ¶3.2.7)**
- c. **Class Representative Service Payment - \$7,500 (Agreement ¶3.2.1)**
- d. **Class Counsel Fees Payment – \$93,324.00 (Agreement ¶3.2.2)**
- e. **Class Counsel Costs Payment – Not to exceed \$35,000.00¹ (Agreement ¶3.2.2)**
- f. **LWDA PAGA Payment - \$21,000 (Agreement ¶1.22)**
- g. **Administration Expenses Payment – Not to Exceed \$6,500 (Agreement ¶3.2.3)**

16. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date. (Agreement at ¶ 4.2) The Effective Date means the date when both the following have occurred: (a) the Court has

¹ Plaintiffs anticipate that absent significant additional costs being incurred related to approval, this amount will have an excess residual value that is returned to the class members to be distributed as part of their individual payments. Plaintiffs have left room for the filing fees associated with this motion and the subsequent motion for final approval and when seeking fees and costs will provide the exact amount of hard costs incurred.

entered a judgment on its order granting final approval of the Settlement herein, and (b) the judgment is final. The judgment is final as to the latest of the following occurrences: (a) If no Settlement Class Member objects to the Class Settlement, the day the Court enters judgment; or (b) if one or more Settlement Class Members object to the Class Settlement, the day after the deadline for filing a notice of appeal from the judgment or, if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur. (Agreement at ¶ 1.18).

17. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment The Administrator shall also remit and pay all employer taxes to the applicable taxing authorities on the wage portion of the Settlement and issue all tax-related documents to Class Members and Aggrieved Employees regarding amounts paid to the pursuant to the Settlement. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.(Agreement at ¶ 4.3).

18. The Net Settlement Amount means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Employee Amount, L WDA PAGA Payment, the Administration Expenses Payment, and all Employer taxes on the wage portion of the Settlement. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Agreement at ¶ 1.27). Participating Class Members is a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (Agreement at ¶ 1.33).

19. The Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b)multiplying the result by each Participating Class

Member's Workweeks. (Agreement at ¶ 3.2.4). PAGA Penalties in the amount of twenty-eight thousand (\$28,000) are to be paid from the Gross Settlement Amount, with 75% (\$21,000) allocated to the LWDA PAGA Payment and 25% (\$7,000) allocated to the Individual PAGA Payments. (Agreement at ¶1.30) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's pay periods worked during PAGA Period. (Agreement at ¶ 3.2.5) Workweeks will be based on Defendant's records, however, each Class Member shall have 60 days after the Administrator mails the Class Notice (*plus an additional 14 days for Class Members whose Class Notice is re-mailed*) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. (Agreement at ¶ 7.4.3)

20. On Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or U.S. mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (*plus an additional 14 days for Class Members whose Class Notice is re-mailed*). A Request for Exclusion is a letter or completed Exclusion form from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. (Agreement at ¶ 7.5.1)
21. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$28,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Agreement ¶3.2.3)

22. Class Members who wish to exclude themselves (Opt-Out) of the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Notice Packet (Plus an additional 14 days for Class Members whose Notice Packet is re-mailed). (Agreement ¶7.5) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members Releases. (Agreement ¶7.5.3). Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the settlement. (Agreement ¶7.5.4)
23. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in paragraph 5.3 of the Agreement and are eligible for an Individual PAGA Payment. (Agreement ¶7.4.4) Finally, the Class Notice will advise the Participating Class Members of their right to object to class action components of the Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Representative Service Payments. (Agreement at ¶ 7.7).
24. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. (Agreement at ¶ 4.3.1) The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (*Id.*) The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). (*Id.*) The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved

Employees (including those for whom Class Notice was returned undelivered). (*Id.*) The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. (*Id.*) The Settlement Administrator must conduct a Class Member Address Search of Address Database. (Agreement ¶4.1.6.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Bay Area Legal Aid. (Agreement ¶4.3.3)

25. The Parties have jointly selected Phoenix Settlement Administrators., to serve as the Administrator. From the Gross Settlement Amount, the Administrator shall be paid the Administrator Expenses Payment not to exceed \$6,500 except for a showing of good cause and as approved by the Court. (Agreement at ¶ 3.2.3) To the extent the Administration Expenses are less or the Court approves payment less than \$6,500, the Administrator will put the remainder in the Net Settlement Amount. (*Id.*)
26. Subject to Court Approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third (33.3%) of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2.2). Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$35,000. (*Id.*) Subject to Court approval, the Agreement provides for a Class Representative Service Payment in the amount no more than \$7,500 to Plaintiff. (Agreement at ¶ 3.2.1).

CLASS CERTIFICATION ISSUES

27. Plaintiffs contend that the proposed Settlement meet all of the requirements for class certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the Class for settlement purposes only, defined as follows:

1 *“all persons directly employed by Defendants in California and*
2 *classified as a non-exempt employee who worked during the Class*
3 *Period.” (Agreement at ¶ 1.5.)*

4 The “Class Period” means the period from September 20, 2021, through the date at
5 which the Court grants Preliminary Approval of the Settlement or through February 28,
6 2025, whichever occurs first (Agreement at ¶ 1.12).

7 **a. Numerosity** – Here, Plaintiffs assert that the 112 current and former employees that
8 comprise the Class can be identified based on Defendant’s records and are sufficiently
9 numerous for class certification. The number of Class Members is verified by the
10 Declaration of Defendant’s counsel, submitted herewith.

11 **b. Common Issues Predominate** - Here, Plaintiffs contend that common questions of
12 law and fact are present, and specifically the common questions of whether Defendant’s
13 employees were paid for all time worked, paid the proper rate, whether Defendant
14 provided meal and rest periods, whether the Defendant provided expenses
15 reimbursements, whether the Defendant provided accurate wage statements, whether
16 the Defendant provided all wages when due, and whether the Class Members are
17 entitled to damages and penalties as a result of these practices.

18 **c. Typicality** – In the instant case, Plaintiffs contend that there can be little doubt that
19 the typicality requirement is satisfied. The Plaintiffs, like every other member of the
20 Class, worked for Defendant as a non-exempt employee during the Class Period.

21 Plaintiffs contends that, like every other member of the Class, she was subject to the
22 same practices and policies of Defendant and are subject to the same defenses. Thus,
23 Plaintiffs assert that the claims of the Plaintiff and the Class Members arise from the
24 same course of conduct by the Defendant, involve the same employment policies and
25 practices of Defendant, and are based on the same legal theories.

26 **d. Adequacy** – Plaintiffs contend that the Class Members are adequately represented
27 here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
28 with other class members, and (b) will prosecute the case vigorously on behalf of the

class. This requirement is met here. First, Plaintiffs are well aware of their duties as the representatives and have actively participated in the prosecution of this case to date. Plaintiffs have effectively communicated with counsel, provided documents to counsel and participated in the investigation and negotiations in the Action. The Declaration of Plaintiffs submitted herewith establishes their adequacy and lack of conflicts. Second, Plaintiffs retained competent counsel who are experienced in employment class actions and who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same set of facts and legal theories.

28. Given the facts, this settlement is therefore certainly entitled to preliminary approval.

While Plaintiff believes that this case is proper for class treatment, these standards are high and were this case to go to trial, the Plaintiff and the other class members would need to prove, among other things, that wages were owed on a class-wide basis. This was and is a substantial risk.

29. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action was filed. Class Counsel engaged in informal discovery and conducted a review and analysis of the relevant documents and data, including reaching out the class members to gather evidence related to the claims.

30. Class Counsel is also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Based on the foregoing data and own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
2 light of all known facts and circumstances, including the risk of significant delay,
3 defenses asserted by Defendant, and numerous potential appellate issues. There can be
4 no doubt that Counsel for both parties possessed sufficient information to make an
5 informed judgment regarding the likelihood of success on the merits and the results that
6 could be obtained through further litigation.

7 **CLASS COUNSEL’S ADEQUACY OF REPRESENTATION AND ABSENCE OF**
8 **CONFLICT**

9 31. Webb Law Group, APC, is experienced in prosecuting class action lawsuits and can
10 competently represent the Class. Other lawyers at my firm and I have extensive class
11 litigation experience. We have handled a number of class actions and complex cases
12 and have acted both as counsel and as lead and co-lead counsel in a variety of these
13 matters. We have successfully prosecuted and obtained significant recoveries in
14 numerous class action lawsuits and other lawsuits involving complex issues of law and
15 fact. My firm is particularly experienced in wage and hour employment law class
16 actions, including claims for overtime, expense reimbursement, unlawful deduction of
17 wages, and missed rest and meal periods. Webb Law Group has been involved as class
18 counsel in over dozens of wage and hour class actions. Webb Law Group has been
19 found to be adequate counsel by the courts throughout California. We have been
20 approved as experienced class counsel in California in contested class certification
21 proceedings. Recently, in 2021, as Plaintiff’s counsel, I successfully certified a class of
22 employees in the matter of *Fernandez v. Suburban Propane L.P.* Fresno Superior Court
23 Case No 16CECG00418 via a motion for class certification and was appointed class
24 counsel as part of that certification. Last year, my firm was appointed Class Counsel in
25 *Brown v. ESA Management* San Joaquin Superior Court Case No. STK-CV-UOE-2019-
26 7162 wherein we obtained a \$3.9 million dollar settlement for the class. I have reviewed
27 my firm’s cases and representation of other plaintiffs and there is no conflict or
28 representation which would prevent my firm from representing the interests of the Class

1 this case. My firm has never represented Defendant nor any affiliate of the Defendant.
2 My firm's only interest in the subject matter of this litigation is to ensure a recovery to
3 the Class and to maximize that recovery. Finally, our allegiance to the Class and the
4 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf
5 of other employees and classes as the claims are all against different and distinct
6 employers. I can think of no conflict that would arise in our representation of the Class
7 and our adequate representation of the Class is evidenced by the successful prosecution
8 of the class claims to reach an excellent recovery for the Class. Thus, the adequacy
9 requirement for my firm is satisfied.

10 **THE CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE**

11 32. Plaintiffs will apply to the Court for a Representative Service Payment in consideration
12 for their service and for the risks undertaken in this lawsuit. Plaintiff Brick performed
13 his duties admirably by working with Class Counsel and providing witness contact
14 information and documents that aided Class Counsel in obtaining this Settlement. At
15 this stage, the requested service award of \$7,500 is well within the accepted range of
16 awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps.* (U.S.),
17 Inc., 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average
18 class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
19 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class
20 member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist.
21 LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where
22 class member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health*
23 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service
24 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007
25 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in
26 overtime class action and a pool of \$100,000.00 in enhancements). As explained in
27 *Glass*, service awards are routinely awarded to class representatives to compensate the
28 employees for the time and effort expended on the case, for the risk of litigation, for the

1 fear of suing an employer and retaliation there from, and to serve as an incentive to
2 vindicate the statutory rights of all employees. 2007 WL 221862 at 16-17.

3 33. In the present matter, Alexander Brick the Class Representative participated in
4 discovery and my firm defended him at his deposition. He provided valuable
5 information to us that assisted in obtaining this settlement and was available to assist at
6 mediation if questions arose. It is my opinion that Mr. Brick is certainly entitled to the
7 proposed service award.
8

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed on January 30, 2025, in San Diego California.

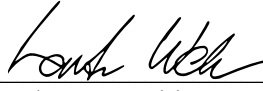
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12 By: 
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is made by and between Plaintiff Alexander Brick ("Plaintiff") and defendant California Hydronics Corporation ("CHC"). The Agreement refers to Plaintiff and CHC collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Actions" means the consolidated class action and Private Attorneys General Act action alleging wage and hour violations against CHC, captioned *Alexander Brick v. California Hydronics Corporation* No. 22-CV-018191, initiated by Plaintiff on September 20, 2022 and pending in Superior Court of the State of California, County of Alameda.
- 1.2. "Aggrieved Employees" means all current and former non-exempt, hourly-paid employees of CHC who worked for CHC in California at any time from June 9, 2021, through the date of the Court's preliminary approval of the settlement or through February 28, 2025, whichever occurs first.
- 1.3. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.4. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.5. "Class" means all current and former non-exempt, hourly-paid employees who worked for CHC during the Class Period.
- 1.6. "Class Counsel" means the law firms of Nevels Nichols, LLP, Webb Law Group, APC and Blumenthal, Nordrehaug, Bhowmik, DeBlouw LLP.
- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the total amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions. Class Counsel shall determine and agree among themselves how the Class Counsel Fees Payment and Class Litigation Expenses Payment will be distributed among Class Counsel.
- 1.8. "Class Data" means Class Member identifying information in CHC's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks.
- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.10. "Class Member and Aggrieved Employee Address Search" means the Administrator's investigation and search for current Participating Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. "Class Notice" means the Court approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from September 20, 2018, through the date of the Court's preliminary approval of the settlement, or through February 28, 2025, whichever occurs first.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaints in the Actions seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.
- 1.15. "Court" means the Superior Court of California, County of Alameda.
- 1.16. "CHC" means named Defendant California Hydronics Corporation, Inc.
- 1.17. "Defense Counsel" means the law firm of Simpson, Garrity, Innes & Jacuzzi, PC.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court has entered a judgment on its order granting final approval of the Settlement herein, and (b) the judgment is final. The judgment is final as to the latest of the following occurrences: (a) if no Settlement Class Member objects to the Class Settlement herein, the day the Court enters judgment; or (b) if one or more Settlement Class Members object to the Class Settlement, the day after the deadline for filing a notice of appeal from the judgment or, if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur. Settlement Class Members are nevertheless required to meet the legal requirements for obtaining standing to appeal, and Parties do not waive these requirements.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "LWDA PAGA Payment" means the amount of Twenty-One Thousand Dollars (\$21,000.00), i.e., 75% of the PAGA Settlement Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") for the settlement of the PAGA claims alleged in the Actions.
- 1.23. "Gross Settlement Amount" means \$280,000.00 which is the total amount CHC agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, the PAGA Settlement Amount (including PAGA Employee Amount to be paid to Aggrieved Employees and the LWDA PAGA Payment), Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, the Administrator's Expenses, and all employer taxes on the wage portion of the Settlement. Under no circumstances

will CHC be required to pay more than the Gross Settlement Amount in connection with the settlement of the Actions except at CHC's option under the circumstances set forth in paragraph 8 of this Settlement Agreement or in the event that the Court refuses to grant approval of the Settlement on the basis that employer taxes should not be included in the Gross Settlement Amount. Should the Court refuse to grant approval of the Settlement on the basis that employer taxes should not be included in the Gross Settlement Amount, CHC shall separately fund the employer taxes on the wage portion of the Settlement.

- 1.24. "Individual Class Payment " means the Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.26. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Employee Amount, LWDA PAGA Payment, the Administration Expenses Payment, and all Employer taxes on the wage portion of the Settlement. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "PAGA Data" means Aggrieved Employees' identifying information in CHC's possession including each Aggrieved Employee's name, last-known mailing address, Social Security number, and number of pay periods worked during the PAGA period.
- 1.30. "PAGA Settlement Amount" means the allocation of Twenty-Eight Thousand Dollars (\$28,000.00) from the Gross Settlement Amount for payment of civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or \$21,000.00, will be paid to the LWDA (i.e., the LWDA PAGA Payment) and the remaining twenty-five percent (25%), or \$7,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).
- 1.31. "PAGA Employee Amount" means 25% of the PAGA Settlement Amount, to be distributed to Aggrieved Employees on a *pro rata* basis based on their Workweeks during the PAGA Period.
- 1.32. "PAGA Period" means the period from June 9, 2021, through the date of the Court's preliminary approval of the settlement or through February 28, 2025, whichever occurs first.
- 1.33. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.34. "Plaintiff" means Alexander Brick, the named plaintiff in the Action.
- 1.35. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.36. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.37. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.38. "Released PAGA Claims" means the claims released as described in Paragraph 5.3 below.
- 1.39. "Released Parties" means: CHC and each of its former, present and future directors, officers, shareholders, owners, members, managers, executive level and exempt employees, agents, representatives, investors, shareholders, parent companies, subsidiaries, divisions, attorneys, insurers, predecessors, successors, assigns, and joint venturers.
- 1.40. "Request for Exclusion" means a Class Member's timely submission of a written request to be excluded from the Class Settlement signed by the Class Member and postmarked no later than the Response deadline.
- 1.41. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit their Request for Exclusion or Objection to the Class Settlement.
- 1.42. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment pursuant to the terms set forth herein.
- 1.43. "Workweek" means any regular workweek of CHC during which a Class Member worked for CHC for at least one day, during the Class Period.
- 1.44. "Pay Period" means any regular pay period of CHC during the PAGA period in which an Aggrieved Employee worked at least one day.

2. RECITALS.

- 2.1. On September 20, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against CHC for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Meal Periods; (4) Failure to Provide Required Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Reimburse Employees for Required Expenses; (7) Failure to Provide Wages When Due; (8) Failure to Pay Sick Pay Wages; and (9) Unfair Competition in Violation of Business and Professions Code section 17200 et. seq. ("Class Action Complaint"). CHC denies the allegations in the Class Action Complaint, denies any failure to comply with the laws identified in in the Class Action Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On September 20, 2022, Plaintiff also filed a separate Complaint against CHC in Alameda

County Superior Court asserting a single cause of action under the Private Attorney's General Act of 2004, Labor Code Section 2698 et seq., Case No. 22-CV-018209, ("the PAGA Complaint" or "the PAGA Action"). The PAGA Action is based on the same alleged Labor Code violations as the Class Action, all of which Plaintiff denies.

- 2.3. On March 7, 2023, the Alameda County Superior Court consolidated the Class Action and the PAGA Action for all purposes under Alameda County Superior Court Case No. 22-CV-018191. The Class Action Complaint and the PAGA Complaint are together referred to herein as "the Operative Complaints."
- 2.4. On October 27, 2023, The Parties participated in their first all-day mediation presided over by mediator Michael D. Young. Ultimately the parties were unable to resolve the matter and returned to litigation. On July 16, 2024, the Parties attended their second all day mediation with Michael D. Young which led to this Agreement to settle the Actions.
- 2.5. Prior to mediation, Plaintiff obtained, through both formal and informal discovery a sampling for payroll and time documents for the Class members as well as data regarding the number of Pay Periods and Work Weeks at issue in this action. Additionally, Plaintiff obtained contact information for the Class Members through a *Belaire-West* privacy mailing. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6. Plaintiff has not filed a Motion for Class Certification, and the Court has not granted class certification.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. CHC promises to pay \$280,000.00 and no more as the Gross Settlement Amount except for the exceptions defined in paragraph 1.23 above. CHC has no obligation to pay the Gross Settlement Amount (or any potential employer taxes in the event that the Court refuse to grant approval of the settlement with the inclusion of employer taxes in the Gross Settlement Amount) prior to the deadline stated in Paragraph 5.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. No amount of the Gross Settlement Amount will revert to CHC. Under no circumstances will CHC be required to pay more than the Gross Settlement Amount in connection with the settlement of the Actions except at CHC's option and under the circumstances set forth in paragraph 8 of this Settlement Agreement or in the event that the Court refuses to grant approval of the Settlement on the basis that employer taxes should not be included in the Gross Settlement Amount. Should the Court refuse to grant approval of the Settlement on the basis that employer taxes should not be included in the Gross Settlement Amount, CHC shall separately fund the employer taxes on the wage portion of the Settlement.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct

the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). CHC will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$93,324.00 and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. CHC will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds CHC harmless, and indemnifies CHC, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,500 the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and
(b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period..

3.2.4.1. Tax Allocation of Individual Class Payments. 2.5% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 97.5% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non- Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To Each Aggrieved Employee: An Individual PAGA Payment calculated by (a) dividing the PAGA Employee Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and
(b) multiplying the result by the Aggrieved Employee's pay periods worked during the PAGA Period.

3.2.5.1. Tax Allocation of Individual PAGA Payments: 100% of each Aggrieved Employee's Individual PAGA Payment will be allocated to settlement of PAGA penalties. The Individual PAGA Payments will be reported on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records at the time of settlement, CHC estimates there are 112 Class Members who collectively worked a total of 10,203 Workweeks.

4.1.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, CHC will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. CHC has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which CHC must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class

Data.

- 4.2. Funding of Gross Settlement Amount. CHC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after CHC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment. The Administrator shall also remit and pay all employer taxes to the applicable taxing authorities on the wage portion of the Settlement and issue all tax-related documents to Class Members and Aggrieved Employees regarding amounts paid to the pursuant to the Settlement. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.
- 4.3.1. Issuance of Checks. The Administrator will issue checks for the Individual Class Payments and the Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct a Class Member and Aggrieved Employee Address Search for all Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3. For each Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Bay Area Legal Aid thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Participating Class Members, or Aggrieved Employees to additional compensation or

benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Participating Class Members, or Aggrieved Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Class Payments and Individual PAGA Payments provided for in this Agreement are the sole payments to be made by CHC to the Participating Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or PAGA Period).

5. RELEASES OF CLAIMS. Effective on the date when CHC fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1 General Release by Plaintiff. To the fullest extent permitted by law, and except with respect to the obligations created by, acknowledged in, excepted from, or arising from this Agreement, Plaintiff, on behalf of himself and his heirs, personal representatives, successors, spouses, registered domestic partners and assigns, hereby releases and forever discharges Released Parties of and from any and all claims and demands of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, damages actual and consequential, attorney's fees and costs, past, arising out of or in any way related to the Parties' employment relationship, the Parties' respective obligations, activities, and/or dealings with each other and any other matter, without limitation, arising at any time prior to the execution of this Agreement, including but not limited to any and all claims, causes of action, prayers for relief, attorneys' fees and costs asserted in, or which reasonably could have been asserted in the Operative Complaints.

5.1.1 Examples of Claims Released by Plaintiff. The claims released and waived in Paragraph 5.1 above include, but are not limited to, those arising in common law; contract law, including claims for wrongful termination and breach of the implied covenant of good faith and fair dealing; tort law, including claims for fraud, defamation, personal injury, emotional distress, and discharge in violation of public policy; punitive damages; the California Labor Code, including without limitation, Violations of Labor Code §§201-203, 226, 226.7 233, 246, 510, 558, 1194, 1197.1, 226.7, 512, 226(a), 2698 et seq; California Fair Employment and Housing Act and any similar federal or state law (which include claims based on sex, age, race, color, ancestry, national origin, disability, medical condition, marital status, military or veteran status, sexual orientation, gender, gender identity, gender expression, religious creed, pregnancy, discrimination, retaliation and harassment); the Federal Civil Rights Acts of 1964 and 1991, as amended; the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act; Age Discrimination in Employment Act ("ADEA"); the Americans With Disabilities Act ("ADA"); the Employee Retirement Income Security Act ("ERISA"); the federal Family and Medical Leave Act ("FMLA"); the California Family Rights Act ("CFRA"); the Fair Labor Standards Act ("FLSA"); the Equal Pay Act; the Lilly Ledbetter Fair Pay Act; California Business and Professions Code Section 17200 *et. seq.*; privacy rights (including under the California Constitution); whistleblower protections, including Whistleblower Retaliation in violation of Labor Code §§1102.5, 232.5, 98.6 & 6310; and constitutional protections. Plaintiff acknowledges and agrees that she has been reimbursed for any business expenses incurred pursuant to Labor Code Section 2802. This release

further includes claims for disputed back pay, front pay, wages, bonuses, overtime compensation, disputed expense reimbursements under California Labor Code §2802, penalties, including waiting-time penalties under Labor Code Section 203, and attorneys' fees, to the maximum extent waivable under applicable law. This general release does not release claims or rights that cannot be released as a matter of law, including, but not limited to, any insured workers' compensation claim, any claim for unemployment insurance, and any right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, the California Civil Rights Department, and any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment (with the understanding that any such filing or participation does not permit Plaintiff the right to recover any monetary damages against Released Parties; his release of claims herein bars him from recovering such monetary relief from Released Parties).

5.1.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

Plaintiff waives and relinquishes any right or benefit which he has or may have had under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent that she may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement. In connection with such waiver and relinquishment, Plaintiff acknowledges that he is aware that he may hereafter discover claims or facts in addition or different from those which she now knows or believes to exist with respect to the subject matter of this Agreement, but that it is his intention to hereby fully, finally and forever to settle and release all claims, known or unknown, suspected or unsuspected, which now exist or heretofore have existed against each other and the Released Parties except as otherwise expressly provided in this Agreement. In furtherance of this intention, the release herein given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claim or fact.

5.2 Release by Participating Class Members. Participating Class Members, on behalf of themselves and their heirs, personal representatives, successors, spouses, registered domestic partners and assigns, hereby release and forever discharge Released Parties of and from all claims and causes of action that were alleged in the Class Action Complaint or that reasonably could have been alleged based on the factual allegations in the Class Action Complaint arising during the Class Period, including but not limited to for violations of the California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 558(a)(3), 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 1-2001, 4-2001, 7-2001, and 16-2001), for failure to pay all and overtime wages due; failure to pay minimum wages, failure to provide compliant meal periods and pay associated premiums; failure to provide compliant rest periods and pay associated

premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; failure to reimburse business expenses; unfair business practices under California Business and Professions Code section 17200, *et seq.* for the aforementioned alleged violations; and attorneys fees under California Code of Civil Procedure section 1021.5. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees. Aggrieved Employees, on behalf of themselves and their heirs, personal representatives, successors, spouses, registered domestic partners and assigns, hereby release and forever discharge Released Parties of and from all claims for civil penalties under PAGA based on alleged violations of the California Labor Code alleged in the PAGA Complaint and/or PAGA Notice submitted by Plaintiff to the LWDA, or that reasonably could have been alleged based on the factual allegations in the PAGA Complaint and/or PAGA Notice, arising during the PAGA Period, including *inter alia* Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 1-2001, 4-2001, 7-2001, and 16-2001) for failure to pay all and overtime wages due; failure to pay minimum wages, failure to provide compliant meal periods and pay associated premiums; failure to provide compliant rest periods and pay associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

6 MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") as set forth below that complies with the Court's current checklist or guidelines for Preliminary Approvals.

6.1 CHC's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, CHC will prepare and deliver to Class Counsel a signed Declaration from CHC and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and

disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, or the Administrator (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court;

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service

("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.4 If the Administrator, CHC or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or U.S. mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter or completed Exclusion form from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall

be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Class Members who are also Aggrieved Employees shall receive an Individual PAGA Payment regardless of whether they submit a Request or Exclusion from the Class Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. A written objection may be by letter or by completion of an Objection Form and must include the Class Member's printed name, signature, social security number, and basis for objection to the Settlement. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's

mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

- 7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and

mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.
- 7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and

compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8 CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, CHC estimates that, as of August 19, 2024, (1) there were 112 Class Members and 10,203 Total Workweeks during the Class period. If it is determined that the total number of workweeks during the Class Period exceeds 10,203 by more than fifteen percent (15%) (i.e. exceeds 11,734), then, at CHC's option, either: (a) the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks above 11,734 workweeks (e.g., if the threshold of 11,734 Workweeks is exceeded by 1%, the Gross Settlement Amount will increase by 1%), or, (b) the Class Period and PAGA period will end as of the date the fifteen percent (15%) threshold was reached (i.e., the date on which the workweeks total reached 11,734) and such date shall be referred to as the "Alternate Class Action Settlement Period End Date" and the "Alternate PAGA Settlement Period End Date."
- 9 CHC'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, CHC may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if CHC withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, CHC will remain responsible for paying all Settlement Administration Expenses incurred to that point. CHC must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 10 MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the

Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11 AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a

proposed amended judgment.

12 ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by CHC that any of the allegations in the Operative Complaint have merit or that CHC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that CHC's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, CHC reserves the right to contest certification of any class for any reasons, and CHC reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest CHC's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, CHC and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, CHC and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and CHC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of an agreed-upon mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, CHC nor Defense Counsel are providing any advice regarding taxes or taxability of any amounts paid pursuant to the Settlement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, (AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have 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 or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by CHC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from CHC unless, prior to the Court's

discharge of the Administrator's obligation, CHC makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Christopher E. Nichols, Esq.
Brooke B. Nevels
Nevels Nichols, LLP
10089 Willow Creek Rd. #200
San Diego CA 92131
Telephone: (619) 374-1100
CNichols@NevelsNichols.com
BNevels@NevelsNichols.com
Service@NevelsNichols.com

To CHC:

Marc L. Jacuzzi (SBN 173220)
Sarah E. Lucas (SBN 148713)
Simpson Garrity Innes & Jacuzzi PC
2175 N. California Blvd, Suite 710
Walnut Creek, CA 94596
Telephone: (925) 322-8889
mjacuzzi@sgijlaw.com
slucas@sgijlaw.com

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for

the entire period of this settlement process.

Date: Jan 7, 2025

PLAINTIFF

Alex Brick

~~BOX SIGN~~

~~467LPPZW-19K6JP2Y~~

Plaintiff Alexander Brick

Date: _____

DEFENDANT

Defendant California Hydronics
Corporation
By: Robert Polizzi, President

Date: _____

NEVELS NICHOLS, LLP

By: _____
Brooke Nevels
Christopher Nichols
Attorneys for Plaintiffs

Date: _____

WEBB LAW GROUP, APC

By: _____
Lenden F. Webb
Attorneys for Plaintiff

Date: _____

**BLUMENTHAL, NORDREHAUG, BHOWMIK,
DEBLOUW LLP**

By: _____
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhow
Nicholas J. DeBlouw
Attorneys for Plaintiff

Date: _____

SIMPSON, GARRITY, INNES & JACUZZI, PC

By: _____
Marc L. Jacuzzi
Sarah E. Lucas
Attorneys for Defendant California
Hydronics Corporation

the entire period of this settlement process.

PLAINTIFF

Date: _____

Plaintiff Alexander Brick

DEFENDANT

Date: JANUARY 14, 2025

Defendant California Hydronics
Corporation
By: Robert Polizzi, President

Date: January 14, 2025

NEVELS NICHOLS, LLP
By: Brooke B. Nevels
Brooke Nevels
Christopher Nichols
Attorneys for Plaintiffs

Date: Jan. 8, 2025

WEBB LAW GROUP, APC
By: Lenden F. Webb
Lenden F. Webb
Attorneys for Plaintiff

Date: 1/13/25

**BLUMENTHAL, NORDREHAUG, BHOWMIK,
DEBLOUW LLP**
By: Kyle Nordrehaug
Kyle Nordrehaug
Aparajit Bhow
Nicholas J. DeBlouw
Attorneys for Plaintiff

Date: 1/14/2025

SIMPSON, GARRITY, INNES & JACUZZI, PC
By: Marc L. Jacuzzi
Marc L. Jacuzzi
Sarah E. Lucas
Attorneys for Defendant California
Hydronics Corporation

EXHIBIT A

**THIS IS AN IMPORTANT COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Alexander Brick v. California Hydronics Corporation
Alameda County Superior Court Case No. 22-CV-018191

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

If you worked as a non-exempt hourly employee for California Hydronics Corporation Inc. in California at any time from September 20, 2018, through [DATE], you are eligible to receive compensation from a class action and Private Attorneys General Act settlement.

- You have been identified as a Class Member (defined below) in a Lawsuit (defined below) brought by a former employee, Alexander Brick (“Plaintiff”), of California Hydronics Corporation. (“Defendant”).
- Defendant denies all allegations and contends it has complied with California law at all relevant times. However, to avoid the continuing expense of litigation, the Parties have reached a settlement of highly disputed claims (the “Settlement”). The Court has preliminarily approved the Settlement, finding it to be fair, reasonable, adequate, and in the best interests of the Class Members.
- The Class Settlement will affect all of Defendant’s non-exempt hourly California employees from September 20, 2018, through [DATE] (the “Class Period”). The PAGA Settlement will affect all of Defendant’s non-exempt hourly California employees from June 9, 2021, through [DATE] (the “PAGA Period”).
- If the Court grants final approval of the Settlement, you will receive a settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS	
<u>OPTION 1:</u> PARTICIPATE IN THE SETTLEMENT – <u>NO</u> <u>ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (defined below), will receive a settlement payment, and will give up certain rights to sue or continue to sue Defendant separately about the legal claims raised in this Lawsuit including Class Period wage claims and PAGA Period penalty claims against Defendant.
<u>OPTION 2:</u> OBJECT TO THE SETTLEMENT – <u>ACTION</u> <u>REQUIRED</u>	Stay in this Lawsuit. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.
<u>OPTION 3:</u> ASK TO BE EXCLUDED – <u>ACTION REQUIRED</u>	Opt out of the Settlement. Receive no payment from the settlement for the Class claims, but receive an individual settlement share for civil penalties under the California

	Private Attorneys General Act of 2004 (“PAGA”). Keep rights to individually pursue only the Class claims. If you opt out of the Settlement, you won’t receive any share of the Class payment, but you retain the right to sue Defendant separately about the Class claims in this Lawsuit. However, even if you opt out, you will still receive an individual settlement share for claims for civil penalties pursuant to PAGA and will be deemed to have released the PAGA claims.
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- To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel (defined below) or the Settlement Administrator (defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3-5

1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved?
4. Why is this Lawsuit a class action?
5. What are the terms of the proposed Settlement?

WHO IS IN THE CLASS PAGE 5

6. Am I part of this Class?
7. I’m still not sure if I am included.

YOUR RIGHTS AND OPTIONS PAGE 5-7

8. What is my approximate Individual Settlement Payment?
9. What rights am I releasing if I participate in the Settlement?
10. How do I object to the Settlement?
11. Why would I ask to be excluded?
12. How do I ask to be excluded from the Class?

THE LAWYERS REPRESENTING YOU PAGE 8

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS PAGE 8

15. Who is handling the settlement administration process?
16. When is the Final Approval Hearing and do I have to attend?
17. When will I get money after the hearing?

GETTING MORE INFORMATION PAGE 8-9

18. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Records show that you are a potential member of the Class because you worked for Defendant in California as a non-exempt employee during the Class Period. The Court has given preliminary approval to the Settlement of a class action lawsuit that may affect your legal rights and ordered that this Notice be sent to you to explain your rights in connection with the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable; the Court has not made any ruling on the merits of Plaintiff's claims or Defendant's defenses.

The lawsuit consists of the action entitled *Alexander Brick v. California Hydronics Corporation* Alameda County Superior Court Case No. 22-CV-018191 (the "Lawsuit"). You can view the Lawsuit's records online by visiting the Court's website (<https://eportal.alameda.courts.ca.gov/>), creating an account, clicking on the "Searches" tab, and then clicking on "Case Number Search" entering the Case Number in the search box for the section titled "Case Number Search".

2. What is this Lawsuit about?

The Lawsuit is about whether Defendant failed to pay minimum, regular, overtime, double time, and other wages for all hours worked, failed to provide proper meal, rest, and recovery breaks, failed to provide accurate itemized wage statements, failed to pay all wages timely during employment or upon separation of employment, failed to pay sick pay, failed to reimburse business expenses, and committed related employment-law violations under applicable California laws as to its non-exempt employees. Based on these alleged violations, the Lawsuit also alleges violations of California's Unfair Competition Law ("UCL") and seeks penalties under California's Private Attorneys General Act.

Defendant denies any liability or wrongdoing associated with the claims alleged in the Lawsuit.

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

In an employment class action lawsuit such as this, a person called the "Class Representative" sues his or her employer or former employer on behalf of other current or former employees who may have similar claims. The people who may have similar claims are called "Class Members," and Class Members are collectively referred to as "the Class." The Class Representative is also called the Plaintiff. There is one Class Representative in this Action, Alexander Brick. The company sued (California Hydronics Corporation) is called the Defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement, Plaintiff and Defendant agreed to conditionally certify the Lawsuit as a class action for all of Plaintiff's alleged claims for settlement purposes only and to ask the Court to approve the Settlement.

By agreeing to the terms of the settlement, Defendant does not admit any of the allegations in this Action, that it has done anything wrong, or that any Class Member has suffered any damage. Defendant settled

this case to avoid additional expense, inconvenience, and interference with its business operations that would ensue if the Lawsuit continued. The Court has not ruled on the merits of Plaintiff's claims or the defenses of Defendant. Defendant retains the right to defend itself against any of the allegations involved in the Lawsuit if for any reason the Settlement is not approved by the Court.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendant has agreed to pay \$280,000.00. This \$280,000.00 total settlement figure is known as the "Gross Settlement Amount," unless increased on a pro rata basis according to the terms of the Settlement Agreement.
2. Plaintiff Alexander Brick has agreed to a general release of all of his claims against Defendant.
3. Plaintiff seeks the following allocation of the Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (or currently approximately \$93,333.33) for Class Counsel's attorneys' fees;
 - b. Up to \$10,000.00 for reimbursement of Class Counsel's litigation costs;
 - c. An enhancement payment of up to \$7,500 for Plaintiff Alexander Brick for dedicating personal time and performing work in connection with the Lawsuit, assisting Class Counsel in investigating the alleged claims, being available to answer Class Counsel's questions, providing a general release of claims, and undertaking the risks of filing the Lawsuit;
 - d. All costs of the Settlement Administrator, which are currently estimated to be no more than \$; and
 - e. \$28,000 as PAGA civil penalties. Per Labor Code Section 2699(i), seventy-five percent (75%) of this amount (\$21,000.00) will be payable to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of this amount (7,000.00) will be payable to certain members of the Class who worked during the PAGA Period as the "PAGA Amount."
4. After the above deductions from the Gross Settlement Amount, the remaining funds will be distributed to Class Members on a pro rata basis. To ensure timely payment, please contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address.

If the Court approves this proposed allocation, the Parties estimate that \$ (the "Net Settlement Amount") will be distributed to Class Members who do not request exclusion (the "Participating Class Members") according to the following formula:

Dividing the Net Settlement Amount by the total number of Class Pay Periods (defined

as any pay period during which an employee was employed directly by Defendant during the Class Period and received payment for wages for work performed with the pay period) worked by all Class Members during the Class Period and multiplying the result by each Class Member's Class Pay Periods.

The Net Settlement Amount will be dispersed to Participating Class Members in two payments taking place approximately one year apart. The first payment will be mailed to Participating Class Members on or around [DATE]. The second payment will be mailed to Participating Class Members on or around [DATE].

The PAGA Amount will be distributed to Aggrieved Employees according to the following formula:

Dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,000.00) by the total number of PAGA Pay Periods (defined as any pay period during which an employee was employed directly by Defendant during the PAGA Period and received payment for wages for work performed within the pay period) worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

Your estimated Individual Settlement Payment and Individual PAGA Payment is listed in Section 8 of this Notice. Employee-side payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 2.5% allocated to wages, 2.5% allocated to reimbursements, and 95% allocated to penalties and interest. Your Individual PAGA Payment is payable as 100% penalties, and thus will not be subject to employee-side payroll deductions. Defendant will pay employer-side taxes separate and apart from the Gross Settlement Amount.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Settlement Class" consists of all persons who worked as non-exempt hourly employees in California for Defendant at any time September 20, 2018, through [DATE].

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

If you still are not sure whether you are included in the Class, you can get free help by contacting Simpluris Inc., the "Settlement Administrator," at the designated phone number for this matter at [insert telephone number], or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at (619) 399-7700.

YOUR RIGHTS AND OPTIONS

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

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, your total number of Qualifying Workweeks during the Class Period is [REDACTED] and Qualifying Pay Periods during the PAGA Period is [REDACTED]. As a result, your estimated Individual Class Payment will be \$ [REDACTED], less applicable withholdings. Further, your estimated Individual PAGA Payment will be \$ [REDACTED].

You do not need to do anything further to receive your Individual Class Payment and Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 18, below, of any changes to your mailing address for timely payment.

If you believe your total number of Class Pay Periods or PAGA Pay Periods (shown above) is not accurate, you may submit a signed written dispute to the Settlement Administrator, indicating what you believe is the correct number of Class Pay Periods or PAGA Pay Periods. Please be advised that your number of Class Pay Periods and PAGA Pay Periods are presumed to be correct, unless you submit documents to support your contention to the Settlement Administrator no later than [DATE]. A sample pay dispute form you can use for these purposes is enclosed with this notice as **Exhibit A**.

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

If the Court grants final approval of the Settlement, each Class Member who does not validly opt-out will be mailed an Individual Class Payment. If the Court grants final approval of the Settlement, each Aggrieved Employee will be mailed an Individual PAGA Payment, regardless of any election to opt-out.

In addition, each Class Member who does not validly opt-out and each Aggrieved Employee will be deemed to release the Released Parties from the Released Class Claims and Released PAGA Claims, as of the Effective Date of the Settlement. If a Class Member opts out, then he/she will be deemed to release the Released Parties from only the Released PAGA Claims.

- The **Effective Date** of the Settlement is (a) the date a signed order granting final approval of this Agreement has been filed, provided no motion to vacate the judgment, appeal, writ or other appellate proceeding has been filed; or (b) the seventh (7th) calendar day after any motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the Agreement has been finally dismissed with no material change to the terms of this Agreement and there is no right to pursue further remedies or relief, whichever is later.
- The **Released Parties** includes California Hydronics Corporation, its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns.
- The **“Released Class Claims”** means all claims and causes of action that were alleged in the

operative complaint in the Class Action or that reasonably could have been alleged based on the factual allegations in the operative complaint in the Class Action, arising during the Class Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 200, 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 558(a)(3), 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 1-2001, 4-2001, 7-2001, and 16-2001), for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; failure to reimburse business expenses; unfair business practices under California Business and Professions Code section 17200, *et seq.* for the aforementioned alleged violations; and attorneys fees under California Code of Civil Procedure section 1021.5. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- The **Released PAGA Claims** means all claims and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and operative complaint in the PAGA Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and operative complaint in the PAGA Action, arising during the PAGA Period against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 1-2001, 4-2001, 7-2001, and 16-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

This release, described above, explicitly excludes the release of claims not permitted by law.

For members of the Class who do not validly opt out, the release period shall run from September 20, 2018 through **[DATE]** ("Class Period"). For Aggrieved Employees, the release period shall run from June 9, 2021, through **[DATE]** ("PAGA Period").

"Aggrieved Employees" means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the PAGA Period.

The proposed Settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves this Settlement, then even if you request exclusion from the Settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining Class claims.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out).

If you submit both a request for exclusion and an objection, you will be excluded from the Settlement (see sections 11 and 12 below), and your objection will not be considered.

To object, mail a written objection to the Settlement Administrator (at the address in Section 18, below) setting forth the grounds of objection, along with any supporting documents postmarked no later than **[DATE]**, which is 45 days from the date that this Notice was mailed. An objection form you can use to object to the settlement, if desired, is enclosed with this notice as **Exhibit B**.

All written objections must be signed and must contain your address, telephone number, and a reference to the Lawsuit. You may also appear personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class — sometimes called “opting-out” of the Class — you will only receive an individual settlement share for the PAGA claims and will not receive any compensation from the Settlement for the Class claims. If you exclude yourself, you will not be legally bound by the Court’s disposition of the Class claims, but you will still be deemed to have released the PAGA claims.

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

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit the Exclusion Form that is enclosed with this notice as **Exhibit C**. To exclude yourself from the Settlement, you must mail your completed Exclusion Form to the Settlement Administrator at the address below in Section 18, and it must be postmarked on or before **[DATE]**. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will only receive an individual settlement share for the PAGA claims, will release only his or her PAGA Released Claims, will not receive any compensation from the Settlement for the Class claims, and will not have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before **[DATE]**, will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Court approves the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court preliminarily decided that the law firms of Blumenthal, Nordrehaug, Bhowmik, Deblouw LLP, Webb Law Group, APC, Nevels Nichols, LLP are qualified to represent you and all Class Members in this Lawsuit. These law firms are also called “Class Counsel” in the context of this case.

14. How will the lawyers be paid?

As part of the Settlement with Defendants, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to approximately \$93,333.33) in attorneys' fees, plus costs not to exceed \$25,000 to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

15. Who is handling the Settlement Administration process?

The Settlement Administrator, Simpluris Inc., will handle the process. The Settlement Administrator's contact information is provided in Section 18, below.

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

The Final Approval Hearing has been set for [DATE], at [TIME] .m. in Department of the Superior Court of the State of California, County of Alameda, located 24405 Amador Street Hayward, CA 94544. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. If physical access to the Court is restricted due to COVID-19 or other reasons, please contact the Settlement Administrator regarding alternative options to appear at the hearing.

17. When will I get money after the hearing?

Your Individual Class Payment from the Net Settlement Amount and Individual PAGA Payment will be made [REDACTED]

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the moneys will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

What if I Lose My Settlement Check? If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

What if I Change My Address? To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement was filed in this case as **Exhibit** to the Declaration of Christopher E. Nichols in Support of Motion for Preliminary Approval, filed on **[DATE]**.

You may contact the Settlement Administrator, whose contact information is below:

[INSERT ADMINISTRATOR]
[ADDRESS]
[PHONE]
[FAX]

You may also contact Class Counsel, whose contact information is below:

Lenden F. Webb, Esq.
Webb Law Group, APC
446 W. Fallbrook Avenue, Suite 102
Fresno, California 93711
Telephone: (559) 431-4888

Christopher E. Nichols, Esq.
Brooke B. Nevels
Nevels Nichols, LLP
10089 Willow Creek Rd. #200
San Diego CA 92131
Telephone: (619) 374-1100

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. DeBlouw
Blumenthal, Nordrehaug, Bhowmik,
Deblouw LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 367-9913

Defendants are represented by:

Marc L. Jacuzzi
Sarah E. Lucas
Simpson Garrity Innes & Jacuzzi, PC
2175 N California Blvd #710,
Walnut Creek, CA 94596
Telephone: (925) 322-8889

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT REGARDING
THIS NOTICE OR THE LAWSUIT.**

EXHIBIT B

Alexander Brick v. California Hydronics Corporation Case No. 22-CV-018191
Alameda County Superior Court State of California
EXCLUSION FORM

MAIL OR FAX TO:

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

YOU DO NOT NEED TO COMPLETE THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE SETTLEMENT FOR THE CLASS ACTION CLAIMS.

I, _____, request to be excluded from the Settlement Class in the matter of *Alexander Brick v. California Hydronics Corporation* Alameda County Superior Court Case No. 22-CV-018191

I understand that by submitting this Exclusion Form, I will no longer be eligible for compensation from the settlement for the class action claims.

Printed Name

Date

Signature

Last Four Digits of Social Security Number

By signing this form, I hereby certify that I request exclusion from the Settlement Class as specified above and that the last four digits of my social security number are true and accurate to the best of my knowledge.

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **DATE**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **DATE**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

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

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

EXHIBIT C

Alexander Brick v. California Hydronics Corporation Case No. 22-CV-018191
Alameda County Superior Court State of California
PAY PERIOD DISPUTE FORM

MAIL OR FAX TO:

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

YOU DO NOT NEED TO COMPLETE THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO DISPUTE THE CLASS PAY PERIODS AND/OR PAGA PAY PERIODS ATTRIBUTED TO YOU IN SECTION 8 OF THE CLASS NOTICE. IF YOU BELIEVE THESE FIGURES ARE CORRECT, YOU DO NOT HAVE TO DO ANYTHING.

I, _____, dispute the number of Class Pay Periods and/or PAGA Pay Periods attributed to me in Section 8 of the Class Notice I received.

☐ I wish to dispute the number of Class Pay Periods listed in Section 8 of the Class Notice I received. I believe the correct amount of my Class Pay Periods is _____.

☐ I wish to dispute the number of PAGA Pay Periods listed in Section 8 of the Class Notice I received. I believe the correct amount of my PAGA Pay Periods is _____.

Please provide all supporting documentation along with this form, such as payroll records, paystubs, or related information.

By signing this form, I authorize the Settlement Administrator identified below to review my records and make a determination as to the validity of my dispute based upon a review of California Hydronics Corporations' records, my dispute form, and the supporting documentation submitted. I understand that the Settlement Administrator's decision with respect to my Class Pay Periods and/or PAGA Pay Periods is final and not subject to review.

Printed Name

Date

Signature

Last Four Digits of Social Security Number

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **DATE**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **DATE**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

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

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

EXHIBIT D

Alexander Brick v. California Hydronics Corporation Case No. 22-CV-018191
Alameda County Superior Court State of California
OBJECTION FORM

MAIL OR FAX TO:

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

YOU DO NOT NEED TO COMPLETE THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU WISH TO OBJECT, YOU MUST COMPLETELY FILL OUT THIS FORM.

I, _____, object to the Settlement in the matter or
Alexander Brick v. California Hydronics Corporation Alameda County Superior Court Case No. 22-CV-018191

The basis for my objection is as follows: _____

By signing this form, I understand that the Court will consider my objection at the Final Approval Hearing. I further understand that the failure to complete this form fully or the failure to send it to the administrator in a timely manner will result in the Court declaring my objection null, void, and without effect.

Printed Name

Date

Signature

Last Four Digits of Social Security Number

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **DATE**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **DATE**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

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

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

PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action; my business address is: 10089 Willow Creek Rd., Suite 200 San Diego, CA 92131. My email address is **Service@NevelsNichols.com**.

On **January 30, 2025**, I served the document(s) described as:

- I. NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- II. MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT – MEMORANDUM OF POINTS AND AUTHORITIES**
- III. MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT– PROPOSED ORDER**
- IV. DECLARATION OF BROOKE B. NEVELS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- V. DECLARATION OF ALEXANDER BRICK IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- VI. DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS REGARDING QUALIFICATIONS AND SETTLEMENT ADMINISTRATION**
- VII. DECLARATION OF LENDEN F. WEBB IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**
- VIII. DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope at: San Diego, California, addressed as follows:

Mark L. Jacuzzi (SBN 173220)
Sarah E. Lucas (SBN 148713)
**SIMPSON GARRITY INNES &
JACUZZI PC**
2175 N. California Blvd, Suite 710
Walnut Creek, CA 94596
Telephone: (925) 322-8889
Email: MJacuzzi@sgilaw.com
Email: SLucas@sgilaw.com
Attorneys for Defendant

Lenden F. Webb
WEBB LAW GROUP, APC
466 W. Fallbrook Avenue, Suite 102
Fresno, CA 93711
Telephone (559) 431-4888

Aparajit Bhowmik (SBN 248066)
Norm Blumenthal (SBN 68687)
Kyle Nordrehaug (SBN 205975)
**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 367-9913
Facsimile: (858) 551-1232
Email: AJ@BamLawCa.com
Email: Norm@BamLawCa.com
Email: Kyle@BamLawCa.com
Attorneys for Plaintiff

1 Email: LWebb@WebbLawGroup.com
2 Email: Service@ WebbLawGroup.com
3 *Attorneys for Plaintiff*
4
5

6 _____ (BY MAIL) I am readily familiar with this business' practice for collection and
7 processing of correspondence for mailing, and that correspondence, with postage thereon
8 fully prepaid, will be deposited with the U.S. Postal Service on the date hereinabove in
the ordinary course of business, at San Diego, California.

9 XX (BY E-MAIL) I caused the above-referenced document(s) to be electronically mailed to
10 the offices of the addressee(s) as a courtesy, pursuant to an applicable code or a valid
stipulation.

11 Executed on **January 30, 2025**, at San Diego, California

12 XX (STATE) I declare under penalty of perjury under the laws of the State of California that
13 the foregoing is true and correct.

14 

15 _____
16 RAHA RAZAVI
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