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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 LLUVIA ISLAS OF**
) **PHOENIX SETTLEMENT**
) **ADMINISTRATORS IN SUPPORT OF**
) **MOTION FOR FINAL APPROVAL OF**
) **CLASS ACTION SETTLEMENT**

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

) Date: August 28, 2025

) Time: 10:00 a.m.

) Dept: 23

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DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Alexander Brick v. California Hydronics Corporation* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix is responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (“Notice”); (ii) responding to any inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from September 20, 2018 to February 28, 2025 (“Class Period”) and the number of pay periods each Aggrieved Employee worked during June 9, 2021 to February 28, 2025 (PAGA Period); (iv) determining the validity of any letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), any written objections to the Class Settlement (“Objections”), and/or any disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On April 11, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, telephone numbers, Social Security numbers, and weeks worked for each Class Member (“Class List”) during the Class Period. The final mailing list contained one hundred eighteen (118) individuals identified as Class Members.

1 4. On April 11, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of
3 this database provides updated addresses for any individual who has moved in the previous four
4 (4) years and notified the U.S. Postal Service of their change of address.

5 5. On April 25, 2025, Phoenix mailed the Notice via U.S. first class mail to all one
6 hundred eighteen (118) Class Members on the Class List. A true and correct copy of the mailed
7 Notice is attached hereto as Exhibit A.

8 6. As of the date of this declaration, four (4) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the four (4) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 idiCORE, one of the most comprehensive address databases available for skip tracing. Of the
12 four (4) Notices that were skip traced, four (4) updated addresses were obtained and the Notice
13 was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

15 8. As of the date of this declaration, Phoenix has received zero (0) Request for
16 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
17 June 24, 2025.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
19 Objection from Class Members. The deadline for objecting to the Class Settlement was June 24,
20 2025.

21 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
22 disputes from Class Members. The deadline for submitting a dispute was June 24, 2025.

23 11. The escalator clause indicates that if it is determined that the total number of
24 workweeks during the Class Period exceeds 10,203 by more than fifteen percent (15%) (i.e.
25 exceeds 11,734), then, at CHC’s option, either: (a) the Gross Settlement Amount will be
26 increased on a pro rata basis equal to the percentage increase in the number of Workweeks above
27 11,734 workweeks or, (b) the Class Period and PAGA period will end as of the date the fifteen
28

1 percent (15%) threshold was reached. Given the total workweeks was 11,624, the escalator clause
2 was not triggered.

3 12. The Net Settlement Amount of \$109,676.00 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees
5 (\$93,324.00), and Class Counsel costs (\$35,000.00), requested Enhancement Payment to
6 Plaintiff Brick (\$7,500.00), the PAGA Amount (\$28,000.00), and the requested Settlement
7 Administration Costs (\$6,500.00) from the Gross Settlement Amount (\$280,000.00).

8 13. There are one hundred eighteen (118) Class Members who did not submit timely
9 and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
10 representing 100% of the Class. Settlement Class Members have worked a collective total of
11 eleven thousand six hundred twenty-four (11,624.49) Workweeks during the Class Period. The
12 highest Individual Settlement Share to be paid is approximately \$3,122.95, the lowest Individual
13 Settlement Share to be paid is approximately \$9.43 and the average Individual Settlement Share
14 to be paid is approximately \$929.46. Settlement Class Members will be issued payment of their
15 Individual Settlement Shares subject to reduction for the Settlement Class Member's share of
16 taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the
17 net payment is their "Individual Settlement Payment"). Pursuant to the Settlement, Defendant
18 has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement
19 Amount.

20 14. Additionally, \$28,000.00 of the Gross Settlement Amount has been allocated
21 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
22 \$21,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
23 25%, or \$7,000.00, of which shall be paid to Aggrieved Employees who are or were employed
24 by Defendant during the PAGA Period. There are eighty-six (86) Aggrieved Employees who
25 worked a total of three thousand four hundred thirty-two (3,432) pay periods during the PAGA
26 Period. The highest Individual PAGA Payment to be paid is approximately \$199.88, the lowest
27 Individual PAGA Payment to be paid is approximately \$2.04, and the average Individual PAGA
28 Payment to be paid is approximately \$81.40.

15. Phoenix's costs associated with the administration of this matter are \$6,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as Exhibit B.

I declare under penalty of perjury under the laws of the United States and California that the foregoing is true and correct.

Executed on July 30, 2025, at Orange, California.

Lluvia Islas
LLUVIA ISLAS

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 February 28, 2025, 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 **February 28, 2025** (the "Class Period"). The PAGA Settlement will affect all of Defendant's non-exempt hourly California employees from June 9, 2021, through **February 28, 2025** (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> <u>PARTICIPATE IN THE SETTLEMENT – NO 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> <u>OBJECT TO THE SETTLEMENT – ACTION 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> <u>ASK TO BE EXCLUDED – 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.

- To object to the Settlement or to ask to be excluded, you must act before June 24, 2025.
- **Any questions?** Read on or contact Class Counsel (defined below) or the Settlement Administrator (defined below).

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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 \$6,500; 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 \$109,676.00 (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 October 2025.

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 **February 28, 2025**.

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 Phoenix Settlement Administrators, the “Settlement Administrator,” at the designated phone number for this matter at 1-800-523-5773, 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 «Total_Weeks» and Qualifying Pay Periods during the PAGA Period is «PAGA_Pay_Periods». As a result, your estimated Individual Class Payment will be «ESA_Before_Paga», less applicable withholdings. Further, your estimated Individual PAGA Payment will be «PAGA_Amount».

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 June 24, 2025. 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 damages arising under Private Attorneys’ General Act of 2004 (“PAGA”) during the PAGA Period, as alleged in Plaintiff’s notice letter to the LWDA. As a result of this release, the LWDA, whether directly or through Aggrieved Employees acting as agent or proxy for the LWDA will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the claims arising under PAGA that took place during the PAGA Period.

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 **February 28, 2025** (“Class Period”). For Aggrieved Employees, the release period shall run from June 9, 2021, through **February 28, 2025** (“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 **June 24, 2025**, 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 June 24, 2025. 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 June 24, 2025, 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, Phoenix Settlement Administrators, 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 August 28, 2025, at 10:00 a.m., in Department 23 of the Superior Court of the State of California, County of Alameda, located 1221 Oak Street Oakland, CA 94612. 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 October, 2025.

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 1 to the Declaration of Lenden F. Webb in Support of Motion for Preliminary Approval, filed on March 20, 2025.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
brick-v-california-hydrionics.phoenixcases.com

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

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 Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

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 JUNE 24, 2025. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE JUNE 24, 2025. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

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 Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

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 JUNE 24, 2025. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE JUNE 24, 2025. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

«PSA_ID»

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 Phoenix Settlement Administrators
 P.O. Box 7208 Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503

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 JUNE 24, 2025. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE JUNE 24, 2025. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

c/o Phoenix Settlement Administrators
 P.O. Box 7208 Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	118
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	118
Subtotal Admin Only	\$6,540.11

Not-to-Exceed Total \$6,500.00

July 30, 2025

Case: Alexander Brick v. California Hydronics Corporation Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$143.40	1	\$143.40
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$50.00	2	\$100.00
Total			\$900.40

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.25	118	\$29.50
Notice Packet & Opt-Out Form	\$1.85	118	\$218.30
Estimated Postage (up to 2 oz.)*	\$0.69	118	\$81.42
Static Website	\$250.00	1	\$250.00
Total			\$954.22

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	12	\$23.60
Remail Notice Packets	\$1.85	12	\$21.83
Estimated Postage	\$0.69	12	\$8.14
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$263.57

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$135.00	2	\$270.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$29.50
Case Manager	\$85.00	2	\$170.00
Total			\$849.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks *	\$1.50	118	\$177.00
Estimated Postage	\$0.69	118	\$81.42
Total			\$1,458.42

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$135.00	2	\$270.00
Remail Undeliverable Checks (Postage Included)	\$2.50	24	\$59.00
Case Associate	\$75.00	2	\$150.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$75.00	1	\$75.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$110.00	2	\$220.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,114.00
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Total:			\$6,540.11

PROOF OF SERVICE

I, the undersigned, declare that I am over the age of eighteen years and not a party to the case. My business address is 10650 Treena Street, Suite 212, San Diego, California, 92131. On Monday, August 4, 2025, I served a copy of the following documents:

- 1) **MOTION FOR FINAL APPROVAL – NOTICE**
- 2) **MOTION FOR FINAL APPROVAL – MEMO OF P & A**
- 3) **MOTION FOR FINAL APPROVAL – DECLARATION OF NORDREHAUG**
- 4) **MOTION FOR FINAL APPROVAL – DECLARATION OF WEBB**
- 5) **MOTION FOR FINAL APPROVAL – DECLARATION OF NEVELS**
- 6) **MOTION FOR FINAL APPROVAL – DECLARATION OF PHOENIX**
- 7) **MOTION FOR FINAL APPROVAL – [PROPOSED] JUDGMENT**

[X] By Electronic Service: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[] By Mail: I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

Mark L. Jacuzzi (SBN 173220)
Sarah E. Lucas (SBN 148713)
**SIMPSON GARRITY INNES &
JACUZZI PC**
2175 N. California Blvd, Suite 424
Walnut Creek, CA 94596
Telephone: (925) 322-8889
Email: MJacuzzi@sgilaw.com
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Email: AJ@BamLawCa.com
Email: Norm@BamLawCa.com
Email: Kyle@BamLawCa.com
Attorneys for Plaintiff

**LABOR WORKFORCE
DEVELOPMENT AGENCY**
Proposed Settlement of PAGA case online
filing through: <https://dir.govfa.net/432>

1 I declare under penalty of perjury under the laws of the State of California that the above
2 is true and correct. Executed on Monday, August 4, 2025, at San Diego, California.

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4 _____
5 NOAH ADAMS
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