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Attorneys for Plaintiffs

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

TED FERGUSON, individually, and on
behalf of other members of the general public
similarly situated, and LISA FLATHERS and
JOEL FLORES, individually, and on behalf
of other members of the general public
similarly situated and on behalf of all other
aggrieved employees pursuant to the
California Private Attorney General Act,

Plaintiffs,

v.

G3 ENTERPRISES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive ,

Defendants.

Case No.: CV-21-000848

Honorable John D. Freeland
Department 23

CLASS ACTION

**DECLARATION OF KYLA
BUENAVENTURA IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representatives (Ted Ferguson,
Lisa Flathers, and Joel Flores); and [Proposed]
Order filed concurrently herewith]

Date: July 25, 2023
Time: 8:30 a.m.
Department: 23

Complaint Filed: February 23, 2021
FAC Filed: June 27, 2023
Trial Date: None Set

DECLARATION OF KYLA BUENAVENTURA

I, Kyla Buenaventura, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Ted Ferguson, Lisa Flathers, and Joel Flores (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In

1 addition, he has previously served as a pro bono mediator for the Los Angeles County Superior
2 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
3 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
4 From approximately September 2002 to approximately December 2002, he served as a Judicial
5 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
6 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
7 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
8 Appellate District. In December of 2004, he obtained a license to practice law from the California
9 State Bar. From approximately December 2004 to approximately August 2008, he was employed
10 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
11 focused on class actions and other complex cases involving toxic torts and products liability. In
12 addition, he gained substantial experience on cases involving insurance bad faith, premises
13 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
14 argued approximately one hundred (100) motions, took or defended approximately one hundred
15 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
16 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
17 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
18 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
19 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
20 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
21 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
22 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
23 involving the executive, administrative, and other overtime exemptions to the State of California
24 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
25 has successfully obtained class certification by contested motion practice in approximately fifteen
26 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

27 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
28 received his Bachelor of Arts degree from University of California, Los Angeles and graduated

1 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
2 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
3 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
4 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
5 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
6 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
7 of the State of California and all United States District Courts in the State of California. He has
8 worked on many wage-and-hour class action and representative action cases, taking the lead in
9 taking and defending depositions, arguing motions, and attending mediations. He has played an
10 integral role in preparing matters for class certification, including and not limited to, successful
11 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
12 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
13 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
14 RG13680477). He has worked on over one hundred (100) class action or representative action
15 cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal and obtained notable decisions regarding the Private
27 Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims,
28 e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th

1 439, cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8
2 Cal.5th175. She also has extensive experience with class action and/or representative action
3 settlements. Under her, Edwin Aiwasian, and Arby Aiwasian’s supervision, the firm has handled
4 the class certification and court approval process for hundreds of class action and/or representative
5 action matters that have successfully resolved. She is a member of the California Employment
6 Lawyers Association.

7 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
8 from California Lutheran University in 2019 and earned my Juris Doctor degree from Chapman
9 University, Dale E. Fowler School of Law in 2022. I was admitted to practice law in California
10 in December of 2022. I am admitted to practice before all courts of the State of California. I have
11 worked on many wage-and-hour class action and PAGA representative cases, and my work on
12 these cases has included preparing pleadings and motions, making court appearances, and drafting,
13 negotiating, and finalizing settlement agreements.

14 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
15 **REPRESENTATIVE ACTION CASES**

16 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
17 (“LFJ”) has achieved on behalf of its clients:

18 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a major property management company involving allegations
20 of misclassification of various “manager” positions. On September 20, 2010, the court granted
21 final approval of the class action settlement. The Los Angeles County Superior Court Case
22 Number is BC400414.

23 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of household items involving allegations of
25 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
26 granted final approval of the class action settlement. The Los Angeles County Superior Court
27 Case Number is BC413498.

28 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a

1 wage-and-hour class action against a national property management company involving
2 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
3 granted final approval of the class action settlement. The Los Angeles County Superior Court
4 Case Number is BC430918.

5 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class action against a national retailer involving allegations of misclassification of
7 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
8 certification. On August 26, 2013, the court granted final approval of the class action settlement.
9 The Los Angeles County Superior Court Case Number is BC424012.

10 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a bank, involving allegations of
12 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
13 granted final approval of the class and PAGA representative action settlement. The Kern County
14 Superior Court Case Number is S-1500-CV-273194-LHB.

15 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
16 wage-and-hour class and PAGA representative action against a national wholesale distributor of
17 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
18 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
19 representative action settlement. The Sacramento County Superior Court Case Number is 34-
20 2012-00136285.

21 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class action against a multinational corporation that provides global workplace
23 solutions, involving allegations of misclassification of the “Operations Manager” position. On
24 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
25 County Superior Court Case Number is BC478769.

26 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national retailer of household
28 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted

1 final approval of the class and PAGA representative action settlement. The San Francisco County
2 Superior Court Case Number is CGC-13-532344.

3 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action involving allegations of misclassification of
5 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
6 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
7 the class and PAGA representative action settlement. The Los Angeles County Superior Court
8 Case Number is BC474784.

9 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of upscale
11 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
12 granted final approval of the class and PAGA representative action settlement. The Los Angeles
13 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
14 Coordination Proceeding Number is 4794.

15 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
17 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
18 settlement. The Los Angeles County Superior Court Case Number is BC488069.

19 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
21 involving allegations of misclassification of the “Department Manager” position. On August 12,
22 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
23 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
24 County Superior Court Case Number is RG13680477.

25 m) LFJ represented the plaintiff in a PAGA representative action against a real
26 estate and property management company, on behalf of non-exempt employees. On November 4,
27 2016, the court granted approval of the PAGA representative action settlement. The Orange
28 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number
5 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

27 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a lumber and hardware company on

1 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
2 and PAGA representative action settlement. The Orange County Superior Court Case Number is
3 30-2014-00747750-CU-OE-CXC.

4 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
5 representative action against a property management company, on behalf of non-exempt
6 employees. On June 14, 2017, the court granted final approval of the class and PAGA
7 representative action settlement. The Los Angeles County Superior Court Case Number is
8 BC586234.

9 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
10 representative action against a food company on behalf of non-exempt employees. On June 30,
11 2017, the court granted final approval of the class and PAGA representative action settlement. The
12 Sacramento County Superior Court Case Number is 34-2015-00175871.

13 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
14 representative action against a chocolate company on behalf of non-exempt employees. On July
15 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
16 The Alameda County Superior Court Case Number is RG15764300.

17 w) LFJ represented the plaintiff in a PAGA representative action, against the
18 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
19 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
20 Los Angeles County Superior Court Case Number is BC569664.

21 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a manufacturer of plastic containers on behalf of non-exempt
23 employees. On October 31, 2017, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC577233.

26 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
28 employees. On December 11, 2017, the court granted final approval of the class and PAGA

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC569646.

3 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a property management company
5 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
6 approval of the class and PAGA representative action settlement. The Los Angeles County
7 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
8 Number is 4819.

9 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a global provider of flexible office
11 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
12 representative action settlement. The Los Angeles County Superior Court Case Number is
13 BC498401.

14 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
16 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
17 County Superior Court Case Number is VCU264528.

18 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a behavioral health service provider on behalf of non-exempt
20 employees. On November 13, 2018, the court granted final approval of the class and PAGA
21 representative action settlement. The Alameda County Superior Court Case Number is
22 RG16811450.

23 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 PAGA representative action against a global provider of products and services to the energy
25 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
26 granted approval of the PAGA representative action settlement. The Kern County Superior Court
27 Case Number is S-1500-CV-280215-SDC.

1 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
3 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
4 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
5 Council Coordination Proceeding Number is 4886.

6 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
9 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
10 and the Judicial Council Coordination Proceeding Number is 4921.

11 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a national retailer of apparel and
13 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
14 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
15 court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

17 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class and PAGA representative action against a medical equipment supplier on
19 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
20 for class certification and certified a class. The San Bernardino County Superior Court Case
21 Number is CIVDS1505744.

22 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
26 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
27 of the PAGA representative action settlement. The San Diego County Superior Court Case
28 Number is 34-2015-00175330.

1 jj) LfJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a large national drug testing
3 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
4 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
5 granted final approval of the class and PAGA representative action settlement. The San Diego
6 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

7 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
9 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
10 court granted in part the plaintiff's motion for class certification and certified a class. The
11 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
12 Judicial Council Coordination Proceeding Number is 4930.

13 ll) LfJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against manufacturer and supplier of power products and services on
15 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
16 for class certification and certified a class. On August 27, 2021, the court granted final approval
17 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
18 00025968-CU-OE-CTL.

19 mm) LfJ represents the plaintiff in a wage-and-hour class action against a
20 nutritional products manufacturer on behalf of non-exempt production line employees. On
21 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
22 certified a class. The Solano County Superior Court Case Number is FCS051001.

23 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

24 8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA Action
25 Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement")
26 entered into by and between Plaintiffs, on the one hand, and Defendant G3 Enterprises, Inc.
27 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
28 approved the proposed Notice of Class Action and PAGA Representative Action ("Class Notice"),

1 which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the
2 Court approve it as well.

3 9. Based on information provided by Defendant, as of April 2023, the Class is
4 estimated to consist of approximately 1,165 individuals.

5 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
6 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
7 the State of California, and Aggrieved Employees recover over a reasonably short period of time
8 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
9 result that compares favorably with other complex wage-and-hour class and/or representative
10 action settlements of similar type given the strengths and weaknesses of the case; and (3)
11 significant savings in attorneys’ fees and/or costs that would have only increased significantly had
12 the case progressed through certification, trial, and/or appeals.

13 11. Since the above-captioned action was commenced, Class Counsel has litigated the
14 case for over two years, and was actively preparing the matter for class certification and trial. The
15 Parties have engaged in extensive settlement negotiations and participated in a formal, full-day
16 mediation conducted by Lynn Frank, Esq., a well-respected mediator experienced in mediating
17 complex labor and employment matters. In the course of mediation and settlement discussions,
18 the Parties exchanged extensive information and engaged in discussions regarding their
19 evaluations of the case and various aspects of the case, including but not limited to, the risks and
20 delays of further litigation, the risks to the Parties of proceeding with class certification and/or
21 representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA
22 representative actions, arbitration agreements, and wage-and-hour law and enforcement, as well
23 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
24 all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
25 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
26 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff
27 and Plaintiff’s Counsel believed that they would be able to obtain class certification and prevail at
28 trial. After conducting extensive investigations, formal and informal discovery, exchange of

1 information, and settlement negotiations, and with the aid of the mediator's evaluation, the Parties
2 have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs'
3 principal claims, as well as the costs and risks to both sides that would attend further litigation.
4 The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of
5 Plaintiffs and Participating Class Members and Released PAGA Claims of the State of California,
6 and Aggrieved Employees, against the Released Parties.

7 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
8 and scope of the claims, and was preparing for class certification and trial. Plaintiff's Counsel
9 conducted significant investigation and formal and informal discovery regarding the facts of the
10 case, including and not limited to, the exchange, review, and analysis of thousands of pages of
11 documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data
12 and documents that Class Counsel reviewed and analyzed included and was not limited to:
13 employment records of Plaintiffs and other Class Members, a detailed sampling of Class
14 Members' time and pay data, multiple iterations of Defendant's Employee Handbooks, multiple
15 iterations of Defendant's Organization Charts, arbitration agreements, collective bargaining
16 agreements, a list of exempt job positions, training documents (including but not limited to ADP
17 Training, Concur Expense Training audio file, G3 Meal Wheel, Shift Equalizer, and various
18 documents about how to use Defendant's time clock), Human Resources Bulletins (including but
19 not limited to various iterations of Defendant's practical Matters, HR Reminders, Vantage
20 Timekeeping Requirements, Timecard Attestation Poster, Meal Period and Rest Break
21 Requirements Reference, Timekeeping for Managers of Non-Exempt Non-Union Employees and
22 Exempt Employees and Managers), postings, individual settlement agreements and documents,
23 job descriptions, forms (including but not limited to Expense Forms, Time Correction Forms, and
24 the New Hire Orientation Acknowledgement Form), among other information and documents.
25 Class Counsel interviewed Plaintiffs and other Class Members to gather information regarding the
26 facts and circumstances surrounding Plaintiffs and putative class members' employment. Counsel
27 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
28 pleadings, discovery, and the production of documents and data prior to the mediation. Class

Counsel also drafted pleadings and Plaintiffs' mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is often evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Plaintiff's Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Total Settlement Amount of Three Million Eight Hundred Forty-Two Thousand Four Hundred Forty-Seven Dollars (\$3,842,447.00). The Net Settlement Amount is the Total Settlement Amount less the Post-Action Payments¹ and the following amounts subject to approval by the Court: Attorneys' Fees and Costs, Enhancement Awards, Settlement Administration Costs, and the PAGA Settlement Amount. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently estimated to be One Million Six Hundred Seventy Thousand Five Hundred Dollars and No Cents (\$1,670,500.00). Additionally, 75% of the PAGA Settlement Amount (i.e., the LWDA Payment), which is \$300,000.00 out of \$400,000.00, will be distributed to the Labor and Workforce Development Agency and 25% of the PAGA Settlement Amount (i.e., the Aggrieved Employees' PAGA Settlement), which is \$100,000.00 out of \$400,000.00, will be distributed to Aggrieved Employees. The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Settlement Amount will be fully distributed to the California Labor and Workforce Development Agency and Aggrieved Employees, in accordance with the terms of the Settlement and there is no reversion to Defendant.

15. The Parties have agreed to retain Simpluris, Inc. ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris, Inc. to handle these procedures and serve as the Settlement

¹ The Post-Action Payments are payments in the amount of three hundred forty-two thousand four hundred forty-seven dollars and zero cents (\$342,447.00) previously made by Defendant to some Class Members in exchange for releases as part of their individual settlement program related to the actions.

1 Administrator. Defendant will provide the Settlement Administrator with a list of Class Members
2 that Defendant will compile from its records, which will include each Class Member's: (1) full
3 name; (2) last known mailing address; (3) last known telephone number; (4) Social Security
4 number; (5) start and end dates of employment as a non-exempt or hourly-paid employee of
5 Defendant in California during the Class Period; (6) Workweeks during the Class Period; and (7)
6 Workweeks worked during the PAGA Period (collectively, the "Class Member Data"), and the
7 Settlement Administrator will calculate each Class Member's estimated share of the Net
8 Settlement Amount ("Individual Class payment") and estimated share of the Employee PAGA
9 Amount ("Individual PAGA Payment"). The Settlement Administrator will also receive opt-outs,
10 objections, and disputes regarding Workweeks; provide necessary reports and declarations;
11 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
12 informational and other tax filings and documents; issue and transmit all payments provided for
13 by the Settlement, including and not limited to, mailing payments to Participating Class Members
14 and Aggrieved Employees; and perform any other usual and customary duties for administering a
15 class action settlement. Settlement Administration Costs are currently estimated to be up to Thirty
16 Thousand Dollars (\$30,000.00) and will be paid out of the Gross Settlement Amount, subject to
17 approval of the Court.

18 16. Based on investigation and information discovered, Class Counsel believes that
19 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
20 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
21 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
22 associated premium pay, failed to timely pay wages during employment and upon termination of
23 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
24 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
25 business practices in violation of California Business and Professions Code section 17200, *et seq.*
26 and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of
27 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members
28 were expected to perform similar job duties and were subject to the same or similar operations and

1 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's
2 recordkeeping practices with respect to Plaintiffs and Class Members were substantially the same
3 during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that
4 Class Members were not paid all of the compensation that was owed to them by Defendant. Thus,
5 in Class Counsel's view, it is clear that the outcome of this litigation would be determined by
6 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs
7 allege applied across Defendant's hourly-paid or non-exempt employees in California during the
8 Class Period.

9 17. Class Counsel is aware of the defenses and position of Defendant but believes that
10 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
11 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
12 and the difficulties and delays inherent in such litigation, including those involved in class
13 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
14 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
15 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
16 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
17 mediator, who is experienced and well-regarded in complex labor and employment matters.

18 18. Defendant, on the other hand, denied and continues to deny any liability and
19 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
20 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
21 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
22 also had the opportunity to conduct investigations and gather documents and information relating
23 to Plaintiffs' and Class Members' employment with Defendant, and Defendant's operations and
24 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
25 of documents and data, including but not limited to a detailed sampling of Class Members' time
26 and pay data, to determine the potential value and strength of the claims. The available
27 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
28 violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted

adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., \$1,460,129.86) and expenses and costs in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Eighteen Thousand Five Hundred Dollars and Zero Cents (\$18,500.00) to Plaintiff Ferguson and Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00) each to Plaintiffs Flathers and Flores as Enhancement Awards, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to receive an Enhancement Award, in addition to an individual settlement payments, for services performed in the matter on behalf of the Class, State of California, and Aggrieved Employees.

21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs, the Class, Aggrieved Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

3 Executed on this 30th day of June 2023, at Glendale, California.

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6 Kyla Buena Ventura
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EXHIBIT 1

Arby Aiwarzian (CA State Bar No. 269827)
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Attorneys for Plaintiffs and the Proposed Class
(Defense counsel of record listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

TED FERGUSON, individually, and on behalf of
other members of the general public similarly
situated, and LISA FLATHERS and JOEL
FLORES, individually, and on behalf of all other
aggrieved employees pursuant to the California
Private Attorney General Act,

Plaintiffs,

vs.

G3 ENTERPRISES, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. CV-21-000848

**CLASS ACTION AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Department: 23
Judge: Honorable John D. Freeland

1 **PAUL HASTINGS LLP**

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16 Facsimile: (858) 458-3005

17 Attorneys for Defendant G3 Enterprises, Inc.

1 This Class Action and PAGA Action Settlement Agreement (hereinafter “**Settlement**,”
2 “**Settlement Agreement**,” or “**Agreement**”) is entered into by and between Ted Ferguson,
3 individually and on behalf of all others similarly situated, and Lisa Flathers and Joel Flores,
4 individually and on behalf of the State of California (collectively, “**Plaintiffs**”); and Defendant
5 G3 Enterprises, Inc. (“**G3 Enterprises**” or “**Defendant**”). This Agreement refers to Plaintiffs
6 and Defendant collectively as the “**Parties**,” and individually as “**Party**.”

7 Subject to Court approval, Plaintiffs and Defendant agree to settle the Action on the terms
8 and conditions and for the consideration set forth in this Settlement Agreement.

9 **DEFINITIONS**

10 For purposes of this Settlement Agreement, the following terms will have the defined
11 meanings:

12 1. “**Action**” means, upon the filing of the Operative Complaint, the civil action
13 entitled *Ted Ferguson, individually, and on behalf of other members of the general public*
14 *similarly situated, and Lisa Flathers and Joel Flores, individually, and on behalf of all other*
15 *aggrieved employees pursuant to the California Private Attorney General Act, Plaintiffs, vs. G3*
16 *Enterprises, Inc., an unknown business entity; and DOES 1 through 100, inclusive, Defendants,*
17 pending before the Superior Court of the State of California County of Stanislaus (the “Court”),
18 Case No. CV-21-000848.

19 2. “**Aggrieved Employees**” means all current and former non-exempt or hourly-paid
20 employees of Defendant who worked for Defendant in the State of California at any time during
21 the PAGA Period.

22 3. “**Aggrieved Employees’ PAGA Settlement**” means the one hundred thousand
23 dollars and zero cents (\$100,000.00), i.e., 25% of the PAGA Settlement Amount, that will be
24 distributed among all Aggrieved Employees as described in paragraph 55(b) for their share of the
25 settlement of claims for civil penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

26 4. “**Additional PAGA Notice**” means the additional notice provided by Plaintiffs
27 Flathers and Flores that was filed with the LWDA and served on Defendant on May 17, 2023,
28 pursuant to Labor Code section 2699.3 regarding their intent to serve as a proxy of the LWDA to

1 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

2 5. **“Attorneys’ Fees and Costs”** means attorneys’ fees for Class Counsel’s litigation
3 and resolution of the Class Action and PAGA Action and all actual litigation costs and expenses
4 incurred and to be incurred by Class Counsel in therewith, as set forth in paragraph 51 below.

5 6. **“Class Counsel”** means Arby Aiwezian, Joanna Ghosh, and Kyla Buenaventura of
6 LAWYERS *for* JUSTICE, PC.

7 7. **“Class Members”** means all current and former non-exempt or hourly-paid
8 individuals who worked for Defendant in the State of California at any time during the Class
9 Period.

10 8. **“Class Period”** means the period from February 23, 2017 through the earlier of:
11 (a) the date the Court grants preliminary approval of this Settlement (i.e., enters the Preliminary
12 Approval Order); or (b) the exhaustion of 151,044 Workweeks (unless Defendant elects, pursuant
13 to paragraph 54, to extend the end date of the Class Period).

14 9. **“Class Settlement”** means the settlement and resolution of Released Class
15 Claims.

16 10. **“Defense Counsel”** means Paul Hastings LLP.

17 11. **“Effective Date”** means the date on which this Settlement is deemed final. The
18 Settlement’s Effective Date will be the earlier of (a) the deadline for filing a timely appeal if no
19 such appeal from the final approval of the Settlement and judgment is filed; or (b) if a timely
20 appeal is filed, the date the appeal is dismissed or withdrawn or the date of final affirmation of the
21 judgment on appeal if the appeal is not dismissed or withdrawn; or (c) the date the Court grants
22 final approval of the Settlement and enters the judgment if *both* (i) no Participating Class Member
23 makes an objection to the Class Settlement, *and* (ii) the Court awards the full Enhancement
24 Awards sought by Plaintiffs and the full Class Counsel’s Attorneys’ Fees and Costs sought by
25 Class Counsel.

26 12. **“Employer Taxes”** means the legally-mandated employer-paid portion of the
27 payroll taxes required to effectuate the settlement of wage claims, which will be paid in addition
28 to the Gross Settlement Amount.

1 13. **“Enhancement Awards”** means the amount to be paid to Plaintiffs in recognition
2 of their effort and work in prosecuting the Class Action and PAGA Action on behalf of the Class
3 Members and State of California with respect to Aggrieved Employees (individually,
4 **“Enhancement Award”**).

5 14. **“Final Approval Hearing”** means the hearing at which the Court will consider
6 and determine whether the Settlement should be granted final approval.

7 15. **“Final Approval Order and Judgment”** means the Court’s order and judgment
8 granting final approval of the Settlement Agreement, entering judgment, and retaining jurisdiction
9 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement
10 Agreement.

11 16. **“Gross Settlement Amount”** means the amount that Defendant will be obligated
12 to pay on a non-reversionary basis in connection with the Settlement, which is three million five
13 hundred dollars and zero cents (\$3,500,000.00). The Gross Settlement Amount will include all
14 Individual Class Payments to Participating Class Members; all Enhancement Awards to named
15 Plaintiffs pursuant to paragraph 52 of this Agreement; the PAGA Settlement Amount (75% of
16 which is allocated to the LWDA Payment and 25% of which is allocated to the Aggrieved
17 Employees’ PAGA Settlement and distributed as Individual PAGA Payments to Aggrieved
18 Employees); Class Counsel’s Attorneys’ Fees and Costs; and all settlement administration fees
19 paid to the Settlement Administrator. The Gross Settlement Amount covers 137,313 Workweeks
20 worked, plus a 10% escalator/buffer (*i.e.*, 137,313 Workweeks + 13,731 Workweeks = 151,044
21 Workweeks). The Gross Settlement Amount expressly excludes Employer Taxes, which will be
22 paid by Defendant separate, apart, and in addition to the Gross Settlement Amount.

23 17. **“Individual Class Payment”** means each Participating Class Member’s *pro rata*
24 share of the Net Settlement Amount paid for the settlement and release of Class Claims through
25 the Class Period, to be calculated in accordance with paragraph 55(a).

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1 18. **“Individual PAGA Payment”** means each Aggrieved Employee’s *pro rata* share
2 of the Aggrieved Employees’ PAGA Settlement paid for the settlement and release of PAGA
3 Claims through the PAGA Period, to be calculated in accordance with paragraph 55(b).

4 19. **“Litigation”** means the actions entitled: (i) *Ted Ferguson v. G3 Enterprises, Inc.*,
5 filed in the Superior Court of the State of California, County of Stanislaus, Case No. CV-21-
6 000848 (i.e., the Action) and (ii) *Lisa Flathers, Joel Flores v. G3 Enterprises, Inc.*, filed in the
7 Superior Court of the State of California, County of Stanislaus, Case No. CV-22-004547.

8 20. **“LWDA”** means the California Labor & Workforce Development Agency.

9 21. **“LWDA Payment”** means the three hundred thousand dollars and zero cents
10 (\$300,000.00) i.e., 75% of the PAGA Settlement Amount that will be payable to the LWDA for
11 its share of the settlement of claims for civil penalties under PAGA, as required by Cal. Lab.
12 Code § 2699(i).

13 22. **“Net Settlement Amount”** means the amount remaining after deduction from the
14 Gross Settlement Amount for Plaintiffs’ Enhancement Awards, Class Counsel’s Attorneys’ Fees
15 and Costs, the Settlement Administration Costs, and the PAGA Settlement Amount.

16 23. **“Non-Participating Class Member”** refers to those Class Members who exclude
17 themselves from the Class Settlement.

18 24. **“Notice”** means the Notice of Class Action and PAGA Representative Action
19 Settlement given to Class Members and Aggrieved Employees of the Settlement and the hearing
20 date for the Final Approval Hearing (Exhibit “A”).

21 25. **“Notice of Objection”** means the Notice of Objection Form (Exhibit “B”) or
22 equivalent letter that Class Members may send to the Settlement Administrator to object to the
23 Class Settlement which must: (a) contain the case name and number of the Class Action; (b)
24 contain the objector’s full name, signature, address, telephone number, and last four digits of his,
25 her, or their Social Security number; (c) contain a written statement of all grounds for the
26 objection to the Class Settlement accompanied by any legal support for such objection; (d)
27 include copies of any papers, briefs, or other documents upon which the objection to the Class
28 Settlement is based; (e) contain the name and contact information of any attorney representing the

1 objector with respect to his, her, or their objection to the Class Settlement; and (f) be returned by
2 mail to the Settlement Administrator at the specified address, postmarked on or before the
3 Response Deadline.

4 26. **“Operative Complaint”** is the contemplated First Amended Consolidated Class
5 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act,
6 California Labor Code § 2698 to be filed in the Class Action, to implement the Settlement.

7 27. **“PAGA Period”** means the period from August 1, 2021 through the earlier of: (a)
8 the date the Court grants preliminary approval of this Settlement; or (b) the exhaustion of 151,044
9 Workweeks (unless Defendant elects, pursuant to paragraph 54, to extend the end date of the
10 PAGA Period).

11 28. **“PAGA Settlement Amount”** means the allocation of four hundred thousand
12 dollars and zero cents (\$400,000.00) from the Gross Settlement Amount for the PAGA
13 Settlement. Seventy-five percent (75%) of the PAGA Settlement Amount, or \$300,000.00, will be
14 paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) or,
15 \$100,000.00, will be distributed to Aggrieved Employees (i.e., the Aggrieved Employees’ PAGA
16 Settlement).

17 29. **“PAGA Settlement”** means the settlement and resolution of all Released PAGA
18 Claims.

19 30. **“Participating Class Member”** refers to all Class Members who do not timely
20 submit a valid and timely Request for Exclusion.

21 31. **“Post-Action Payments”** means the sum of three hundred forty-two thousand four
22 hundred forty-seven thousand dollars and zero cents (\$342,447.00) that Defendant paid to current
23 and former non-exempt employees in pay adjustments, penalties, and settlement of California
24 Labor Code and California Business and Professions Code section 17200 claims between the date
25 the Action was filed and April 14, 2023.

26 32. **“Released Class Claims”** means all claims under federal, state, or local law
27 alleged in the Operative Complaint or that could have been alleged based on the facts, matters,
28 transactions, or occurrences alleged in the Operative Complaint, arising during the Class Period,

1 including but not limited to claims for Defendant's alleged (a) failure to (i) pay wages (including
2 regular, minimum, overtime, and premium wages), (ii) provide compliant meal and rest periods
3 and associated pay and premium payments in lieu thereof, (iii) timely pay wages during
4 employment and upon termination, (iv) provide accurate, compliant wage statements, (v)
5 maintain complete and accurate payroll records, (vi) reimburse necessary business-related
6 expenses, (vii) provide one day's rest in seven, (viii) provide notice of material terms of
7 employment, (ix) provide paid sick leave and COVID supplemental sick leave, and (x) provide
8 reporting time pay; (b) unfair or unlawful business practices pursuant to California Business and
9 Professions Code sections 17200, *et seq.*, based on the aforementioned; and (c) violation of the
10 California Labor Code arising from or related to the aforementioned, including, violation of
11 California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 245-249, 510, 512, 551, 552,
12 558, 1174(d), 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and
13 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001,
14 7-2001, 8-2001, and 9-2001.

15 33. **"Released PAGA Claims"** mean all claims for civil penalties under PAGA
16 alleged in the Operative Complaint, PAGA Notice, and Additional PAGA Notice or that could
17 have been alleged based on the facts, matters, transactions, or occurrences alleged in the
18 Operative Complaint, PAGA Notice, and Additional PAGA Notice arising during the PAGA
19 Period, including but not limited to claims for Defendant's alleged (a) failure to (i) pay wages
20 (including regular, minimum, overtime, and premium wages), (ii) provide compliant meal and
21 rest periods and associated pay and premium payments in lieu thereof, (iii) timely pay wages
22 during employment and upon termination, (iv) provide accurate, compliant wage statements, (v)
23 maintain complete and accurate payroll records, (vi) reimburse necessary business-related
24 expenses, (vii) provide one day's rest in seven, (viii) provide notice of material terms of
25 employment, (ix) provide paid sick leave and COVID supplemental sick leave, and (x) provide
26 reporting time pay; and (b) violation of the California Labor Code arising from or related to the
27 aforementioned, including, violation of California Labor Code sections 201, 202, 203, 204, 210,
28 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.2, 1194, 1194.2, 1197,

1 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including
2 *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001.

3 34. **“Released Parties”** mean Defendant and its current and former subsidiaries,
4 affiliated companies or entities, predecessors, and successors (including, but not limited to, each
5 of their respective owners, members, officers, directors, managers, employees, partners,
6 shareholders, and agents).

7 35. **“Request for Exclusion”** means the Request for Exclusion Form (Exhibit “C”) or
8 an equivalent letter that Class Members may send to the Settlement Administrator to request
9 exclusion from the Class Settlement, which must: (a) contain the case name and number of the
10 Class Action; (b) the full name, signature, address, telephone number, and the last four digits of
11 the Social Security number of the Class Member requesting exclusion from the Class Settlement;
12 (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and
13 (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or
14 before the Response Deadline.

15 36. **“Response Deadline”** means the sixty (60) calendar days following the date the
16 Settlement Administrator mails the Notice to the Class Members and Aggrieved Employees,
17 unless a Class Member’s notice is re-mailed prior to the original Response Deadline, in which
18 case said Class Member’s Response Deadline will be extended to the date that is fifteen (15)
19 calendar days from the re-mailing. Any Request for Exclusion, Notice of Objection, and/or
20 Workweeks Dispute must be submitted to the Settlement Administrator postmarked by the
21 Response Deadline.

22 37. **“Settlement Administrator”** means Simpluris, Inc. or any other third-party
23 settlement administrator agreed to by the Parties and approved by the Court for purposes of
24 administering this Settlement. The Parties and their counsel each represent that they do not have
25 any financial interest in the Settlement Administrator or otherwise have a relationship with the
26 Settlement Administrator that could create a conflict of interest.

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38. **“Settlement Administration Costs”** means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement, as set forth in paragraph 53 below.

39. **“Total Settlement Amount”** means the sum of three million eight hundred and forty-two thousand four hundred seventy dollars (\$3,842,447), which is inclusive of the Gross Settlement Amount and the Post-Action Payments, in exchange for the Released Class Claims and Released PAGA Claims. This amount is non-reversionary and the Gross Settlement Amount component is subject to potential increase at Defendant’s election pursuant to paragraph 54 below.

40. “**Workweeks**” means the number of weeks that a Class Member performed work in California as an employee of Defendant in a non-exempt or hourly position during the Class Period, based on payroll and time records, hire dates, re-hire dates (as applicable), leave of absence dates, and termination dates (as applicable).

41. **“Workweeks Dispute”** means a Class Member’s written letter disputing the number of Workweeks to which the Class Member has been credited, as reflected in their Notice, which must: (a) contain the case name and number of the Class Action; (b) contain the full name, signature, address, telephone number, and the last four digits of the Social Security number of the disputing Class Member; (c) clearly state the Class Member disputes the number of Workweeks credited and what the Class Member contends is the correct number to be credited to the Class Member; (d) include information and/or attach documentation supporting the number of Workweeks the Class Member contends should be credited; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

BACKGROUND

42. On February 23, 2021, Plaintiff Ted Ferguson filed a Class Action Complaint for Damages, Case No. CV-21-000848 in the Superior Court of the County of Stanislaus, against Defendant G3 Enterprises, Inc. for violations of the California Labor Code and California Business and Professions Code. (“**Class Action**”).

1 43. On August 1, 2022, Plaintiffs Lisa Flathers and Joel Flores filed with the LWDA
2 and served on Defendant a notice under California Labor Code section 2699.3 stating they
3 intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved
4 Employees for various California Labor Code violations (“**PAGA Notice**”).

5 44. On October 5, 2022, Plaintiffs Flathers and Flores filed a Complaint for
6 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.
7 seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004
8 (“PAGA”) against Defendant, Case No. CV-22-004547 (“**PAGA Action**”).

9 45. On December 27, 2022, the Honorable John D. Freeland entered an order relating
10 the Class Action and PAGA Action and assigned the PAGA Action to Department 23 of the
11 Superior Court for the County of Stanislaus; both cases are now pending before Honorable John
12 D. Freeland in Department 23.

13 46. On May 17, 2023, Plaintiffs Flathers and Flores submitted the Additional PAGA
14 Notice.

15 47. Following the exchange of extensive data, documents, and information, the Parties
16 attended a full-day mediation session with Mediator Lynn Frank, during which they engaged in
17 substantial, arm’s-length settlement negotiations, and ultimately agreed on a resolution on April
18 20, 2023. The terms of that resolution are set out in this Settlement Agreement.

19 48. The Parties agree to cooperate and take all steps necessary and appropriate to
20 consummate this Settlement. The Parties agree the Settlement is fair, adequate and reasonable.
21 This Settlement contemplates (a) entry of a Preliminary Approval Order that includes
22 authorization to distribute to each of the Class Members a Notice of Class Action and PAGA
23 Representative Action Settlement, including the estimated Individual Class Payment and
24 Individual PAGA Payment that the Participating Class Members and Aggrieved Employees,
25 respectively, may qualify to receive (attached as Exhibit “A”); and (b) entry of a Final Approval
26 Order and Judgment in the Action, and thus ending the litigation.

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1 Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize
2 other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so
3 will be paid separately by Class Counsel and will not be included within the Settlement
4 Administration Costs. Defendant and Defendant's Counsel will not be liable for any expenses
5 associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the
6 Settlement Administrator. Even in the event that the Court reduces or does not approve the
7 requested the Attorneys' Fees and Costs to Class Counsel, neither Plaintiffs nor Class Counsel
8 will have the right to revoke this Agreement, and it will remain binding. Any portion of the
9 Attorneys' Fees and Costs not awarded to Class Counsel will be a part of the Net Settlement
10 Amount for the benefit of Participating Class Members.

11 **52. Enhancement Awards to Plaintiffs.** Defendant will not oppose Plaintiffs'
12 application to the Court for Enhancement Awards of eighteen thousand five hundred dollars and
13 zero cents (\$18,500.00) to Plaintiff Ferguson, and eleven thousand five hundred dollars and zero
14 cents (\$11,500.00) each to Plaintiffs Flathers and Flores, for a total of forty one thousand five
15 hundred dollars and zero cents (\$41,500.00) to Plaintiffs, to be paid out of the Gross Settlement
16 Amount. The Settlement Administrator (and not Defendant) will issue an IRS Form 1099-MISC
17 to each Plaintiff reflecting their Enhancement Award. The failure of the Court to award an
18 Enhancement Award to any Plaintiff will not constitute grounds for rescission of this Settlement
19 Agreement. The Settlement Administrator will make the Enhancement Awards at the same time
20 as it makes the Individual Class Payments to the other Class Members and the Individual PAGA
21 Payments to the Aggrieved Employees. Should the Court not approve the Enhancement Awards
22 to the Plaintiffs, or approve them, of any of them, in an amount that is less than that set forth
23 above, Plaintiffs will not have the right to revoke this Agreement, and it will remain binding, and
24 any portion that is not awarded will revert back to the Gross Settlement Amount for the benefit of
25 the Participating Class Members.

26 **53. Settlement Administration Costs.** Settlement Administrator Simpluris will
27 receive from the Gross Settlement Amount its fees and expenses incurred in administering this
28 Settlement, in an amount estimated to be up to thirty thousand dollars and zero cents

1 (\$30,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to
2 Court approval, will include, *inter alia*, printing, distributing, and tracking Notices and other
3 documents for this Settlement, calculating and distributing payments due under the Settlement,
4 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
5 remittances, providing necessary reports and declarations, and other duties and responsibilities set
6 forth herein to process this Settlement, and as requested by the Parties. To the extent actual
7 Settlement Administration Costs are greater than the estimated amount stated herein, such excess
8 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court.
9 Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which
10 are not in fact required to fulfill payment to the Settlement Administrator to undertake the
11 requirement settlement administration duties will be part of the Gross Settlement Amount for the
12 benefit of Participating Class Members. Plaintiffs, Class Counsel, Defendant, and Defendant's
13 Counsel will not bear any responsibility for errors or omissions in the calculation or distribution
14 of the Settlement payments or the development of the list of recipients of Settlement payments.

15 **54. Increase in Workweeks.** Defendant estimates that there are no more than
16 137,313 Workweeks in the period from February 23, 2017 through April 15, 2023. In the event
17 that the number of Workweeks worked by Class Members during the Class Period increases by
18 more than 10% (*i.e.*, exceeds 151,044 Workweeks), then at Defendant's election: (a) the Total
19 Settlement Amount will be increased on a pro-rata basis for any Workweeks added above the
20 10% increase (*e.g.*, if the threshold of 151,044 Workweeks is exceeded by 1%, the Total
21 Settlement Amount will increase by 1%); or (b) the Class Period and PAGA Period will end on
22 the date the number of Workweeks worked reaches 151,044. Defendant will notify Class
23 Counsel of its election no later than fourteen (14) days after receiving sufficient information from
24 the Settlement Administrator if the number of Workweeks worked in the Class Period has
25 exceeded 151,044.

26 **55. Allocation of Settlement Shares.** The Individual Class Payments and the
27 Individual PAGA Payments will be calculated as follows:

28 ///

1 a. **Individual Class Payment.** Each Participating Class Member will receive
2 a *pro rata* share of the Net Settlement Amount based on the number of Workweeks that he
3 or she worked in each position covered by the Settlement during the Class Period (the
4 “Individual Class Payment”), calculated as follows:

5 i. After Court enters the Preliminary Approval, the Settlement Administrator
6 will divide the estimated Net Settlement Amount by the Workweeks of all
7 Class Members during the Class Period to yield the “Estimated Workweek
8 Value,” and multiply each Class Member’s individual Workweeks by the
9 Estimated Workweek Value to yield his, her, or their estimated Individual
10 Class Payment.

11 ii. After Final Approval of the Settlement, the Settlement Administrator will
12 divide the final Net Settlement Amount by the Workweeks of all
13 Participating Class Members to yield the “Final Workweek Value,” and
14 multiply each Participating Class Member’s individual Workweeks by the
15 Final Workweek Value to yield his, her, or their Individual Class Payment.

16 b. **Individual PAGA Payment.** All Aggrieved Employees as defined by Cal.
17 Lab. Code § 2699(c), including those who do not otherwise qualify as a Participating
18 Class Member and would thus not receive an Individual Class Payment,¹ will receive their
19 *pro rata* share of the Aggrieved Employees’ PAGA Settlement based on the number of
20 Workweeks that he or she worked in each position covered by the Settlement during the
21 PAGA Period, calculated as follows: The Settlement Administrator will divide the
22 Aggrieved Employees’ PAGA Settlement (i.e., 25% of the PAGA Settlement Amount) by
23 the total number of Aggrieved Employee’s Workweeks worked during the PAGA Period
24 to yield the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s
25 individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield
26 his, her, or their Individual PAGA Payment.

27 _____
28 ¹ This would occur, for example, if a Class Member timely opts out of the Class
Settlement.

1 c. When a Participating Class Member is also an Aggrieved Employee, one
2 check may be issued that aggregates both the Individual Class Payment and the Individual
3 PAGA Payment.

4 56. **Tax Treatment.** Each Individual Class Payment will be allocated as follows:
5 twenty percent (20%) constitutes wages for the purposes of IRS reporting, and will be reported to
6 the IRS pursuant to Form W-2, while the other eighty percent (80%) constitutes payments for
7 non-wage penalties (including wage statement penalties) and interest and will be reported to the
8 IRS pursuant to Form 1099-MISC. Each Individual PAGA Payment will be allocated as one
9 hundred percent (100%) penalties and will reported to the IRS pursuant to Form 1099-MISC.
10 The Settlement Administrator (and not Defendant) will remit all federal and state taxes owed by
11 Defendant and will issue Form W-2s and 1099-MISCs on all funds distributed. The Employer
12 Taxes will be paid separately and in addition to the Total Settlement Amount.

13 57. **Impact on Benefits.** The payments made pursuant to this Settlement will not have
14 any effect on the eligibility or calculation of any employee benefits provided by any Released
15 Party. The Parties agree these payments do not represent any modification of any employee's
16 previously-credited hours of service or other eligibility criteria under any employee pension
17 benefit plan, employee welfare benefit plan, or other program or policy. These payments also
18 will not be considered wages, compensation, or annual earnings for benefits in any year for
19 purposes of determining eligibility for, or benefit accrual within, any employee pension benefit
20 plan, employee welfare benefit plan, or other program or policy.

21 58. **Tax Liability.** Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do
22 not intend anything contained in this Settlement Agreement to constitute advice regarding taxes
23 or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs,
24 Participating Class Members, and Aggrieved Employees understand and agree that, except for
25 Defendant's payment of Employer Taxes, they will be solely responsible for correctly
26 characterizing any compensation received under the Settlement on their respective personal
27 income tax returns and paying any and all taxes due for any and all amounts paid to them under
28 the Settlement.

THE RELEASES

59. **General Release of Claims by Plaintiffs.** Upon the Effective Date and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount and Employer Taxes, and in consideration of the payments they will received under the Settlement, Plaintiffs Ferguson, Flathers, and Flores will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorneys fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected, upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes. Notwithstanding the above, the general release by Plaintiffs will not extend to claims for workers' compensation benefits, claims for

1 unemployment benefits, or other claims that may not be released by law.

2 **60. Class Settlement Release.** By virtue of this Agreement and by operation of the
3 Final Approval Order and Judgment approved by the Court, upon the Effective Date of the
4 Settlement and payment by Defendant to the Settlement Administrator of the full amount of the
5 Gross Settlement Amount and Employer Taxes, Plaintiffs and the Participating Class Members
6 will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
7 and discharged the Released Parties of all Released Class Claims. The period of this release will
8 extend to the limits of the Class Period. The Parties understand and specifically agree that the
9 scope of the release described in this paragraph is a material part of the consideration for this
10 Agreement; was critical in justifying the agreed upon economic value of this settlement and
11 without it Defendant would not have agreed to the consideration provided; and is narrowly
12 drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the
13 resolution of claims that were or could have been alleged based on the facts, causes of action, and
14 legal theories contained in the Operative Complaint. The Class Members understand and agree
15 that this release includes a good-faith compromise of disputed wage claims. The Class Members
16 do not release any claims based on facts occurring outside the Class Period.

17 **61. PAGA Settlement Release.** By virtue of this Agreement and by operation of the
18 Final Approval Order and Judgment approved by the Court, upon the Effective Date of the
19 Settlement and full funding of the full amount of the Gross Settlement Amount and Employer
20 Taxes by Defendant, Plaintiffs Flathers and Flores, the State of California with respect to the
21 Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and
22 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
23 Released PAGA Claims pertaining to Plaintiffs Flathers and Flores and the Aggrieved
24 Employees, whether known or unknown. The Parties understand and specifically agree that the
25 scope of the release described in this paragraph is a material part of the consideration for this
26 Agreement; was critical in justifying the agreed upon economic value of this settlement and
27 without it Defendant would not have agreed to the consideration provided; and is narrowly
28 drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the

1 resolution of claims that were or could have been alleged based on the facts, causes of action, and
2 legal theories contained in the Operative Complaint. The State of California with respect the
3 Aggrieved Employees, and Aggrieved Employees do not release any claims based on facts
4 occurring outside the PAGA Period.

5 **SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION PROCEDURE**

6 **62. Motion for Preliminary Approval.**

7 a. Upon execution of this Settlement Agreement, Plaintiffs will promptly
8 obtain a hearing date for Plaintiffs' motion for preliminary approval, which Plaintiffs and
9 Class Counsel will be responsible for drafting, and submit this Settlement Agreement to
10 the Court in support of said motion. Defendant agrees not to oppose the motion for
11 preliminary approval of the Settlement consistent with this Settlement Agreement.
12 Defendant agrees to provide Class Counsel a draft of any required declarations in support
13 of Plaintiffs' motion for preliminary approval at least three (3) court days before
14 Plaintiffs' deadline to file the motion for preliminary approval. Said motion will apply to
15 the Court for the entry of an order ("Preliminary Approval Order"), which will be
16 mutually agreed upon by the Parties, seeking the following:

- 17 i. Conditionally certifying the Class;
18 ii. Granting preliminary approval of the Settlement;
19 iii. Preliminarily appointing Plaintiffs as representatives of the Class;
20 iv. Preliminarily appointing Class Counsel as counsel for the Class;
21 v. Approving, as to form and content, the mutually-agreed upon and
22 proposed Notice, Notice of Objection Form, and Request for
23 Exclusion Form and directing their mailing to the Class by First-
24 Class U.S. Mail;
25 vi. Approving the manner and method for Class Members to request
26 exclusion from or object to the Class Settlement as contained herein
27 and within the Notice; and

28 ///

1 vii. Scheduling a Final Approval Hearing at which the Court will
2 determine whether the Settlement should be finally approved as fair,
3 reasonable, and adequate.

4 b. Pursuant to Cal. Labor Code § 2699(1)(2), Class Counsel will submit a
5 copy of this Agreement to the LWDA on the same day they file the motion for
6 preliminary approval. The Parties intend and believe that submission of this Settlement to
7 the LWDA pursuant to the procedures described in this section complies with the
8 requirements of PAGA, and will request the Court to approve the PAGA Settlement in the
9 Motion for Final Approval of the Settlement and bar any claim to void or avoid the
10 Settlement under PAGA.

11 c. Should the Court decline to preliminarily approve all material aspects of
12 the Settlement, or order material changes to the Settlement to which the Parties do not
13 agree, then the Settlement will be—at either Party’s discretion and only after the Parties
14 meet and confer in good faith as provided in paragraph 68(e)—null and void, and the
15 Parties will have no further obligations under it. The Parties agree that an award by the
16 Court of lesser amounts than sought for the Enhancement Awards to Plaintiffs or for Class
17 Counsel’s Attorneys’ Fees and Costs will not be a material change to or of the Settlement
18 and will not be grounds to nullify or void the Settlement.

19 63. **Notice to Class Members.** After the Court enters its Preliminary Approval Order,
20 every Class Member will be provided with the Notice as follows:

21 a. Within twenty-one (21) calendar days after the Court enters its Preliminary
22 Approval Order, Defendant will provide to the Settlement Administrator an electronic
23 database for the Class Members, containing each Class Member’s full name and last-
24 known mailing address, telephone number, the Class Member’s Social Security number,
25 start and end dates of employment as a non-exempt or hourly-paid employee of Defendant
26 in California during the Class Period, Workweeks worked during the Class Period, and
27 Workweeks worked during the PAGA Period, as reflected in Defendant’s records
28 (collectively, the “Class Member Data”). If any or all of the Class Member Data are

1 unavailable to Defendant, Defendant will use reasonable efforts to deduce or reconstruct
2 the Class Member Data prior to when it must be submitted to the Settlement
3 Administrator and shall so advise the Settlement Administrator and Class Counsel. The
4 Class Member Data will otherwise remain confidential and will not be disclosed to
5 anyone, except in order to carry out the reasonable efforts described in paragraphs 64 and
6 71, or pursuant to Defendant's express written authorization or by order of the Court.

7 b. Within fourteen (14) calendar days after receiving the Class Member Data
8 from Defendant, the Settlement Administrator will determine each Class Member's
9 estimated number of Workweeks during the Class Period and each Aggrieved Employee's
10 estimated number of Workweeks during the PAGA Period, as well as the estimated
11 Individual Class Payment and Individual PAGA Payment, and send a Notice to each Class
12 Member and Aggrieved Employee. The Settlement Administrator will mail this
13 information to all identified Class Members and Aggrieved Employees via regular First
14 Class U.S. Mail, using the mailing address information provided by Defendant, unless
15 modified by any updated address information that the Settlement Administrator obtains in
16 the course of administration of the Settlement.

17 c. If a Notice is returned with a forwarding address on or before the Response
18 Deadline, the Settlement Administrator will promptly, and not later than ten (10) calendar
19 days from receipt of the returned notice, re-mail the Notice to the forwarding address. If a
20 Notice is returned without a forwarding address on or before the Response Deadline, the
21 Settlement Administrator will promptly, and not later than ten (10) calendar days from
22 receipt of the returned notice, search for a more current address for the Class Member
23 and/or Aggrieved Employee using Accurint or other reasonable and cost-effective skip
24 trace methods, and re-mail the Notice if a new address is found. The Settlement
25 Administrator will use the Class Member Data and otherwise work with Defendant to find
26 a more current address. The Settlement Administrator will be responsible for taking
27 reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as
28 agreed to with Class Counsel and according to the following deadlines, to trace the

1 mailing address of any Class Member and Aggrieved Employee for whom a Notice is
2 returned without a forwarding address by the U.S. Postal Service as undeliverable. If the
3 Notice is re-mailed, the Settlement Administrator will note for its own records and notify
4 Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as
5 part of a weekly status report provided to the Parties. All counsel of record will be
6 entitled to receive from the Settlement Administrator any updated address information
7 about a Class Member as the Settlement Administrator obtains such information.

8 d. Each week, the Settlement Administrator will provide to all counsel of
9 record a report showing (a) the number of Class Members who have submitted a
10 Workweeks Dispute; (b) the number of Class Members who have submitted timely and
11 valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the
12 number of undeliverable and re-mailed any Notices. Additionally, the Settlement
13 Administrator will provide to counsel for both Parties any updated reports regarding the
14 administration of the Settlement Agreement as needed or requested, and immediately
15 notify the Parties when it receives a request from an individual or any other entity
16 regarding inclusion in the Class and/or Settlement.

17 e. Not later than five (5) court days before the date by which the Plaintiffs file
18 their motion for final approval of the Settlement, the Settlement Administrator will serve
19 on the Parties a declaration of due diligence setting forth its compliance with its
20 obligations under this Agreement, which Class Counsel shall file with the Court along
21 with the motion for final approval of the Settlement. Prior to the Final Approval Hearing,
22 the Settlement Administrator will supplement its declaration of due diligence if any
23 material changes occur from the date of the filing of its prior declaration.

24 **64. Objections to Settlement; Opt-outs from Settlement.** Class Members may
25 submit objections to the Class Settlement or opt out of the Class Settlement pursuant to the
26 following procedures:

27 ///

28 ///

1 a. **Objections to Settlement.** Any Participating Class Member who wishes
2 to object to any term of the Settlement should submit his, her, or their Notice of Objection
3 to the Settlement Administrator, either using the Notice of Objection Form (Exhibit “B”)
4 or a letter in conformity with the requirements set forth in paragraph 25. Alternatively, or
5 in addition to a written objection, any Class Member may also appear at the Final
6 Approval Hearing, personally or through his, her, or their own attorney, to object to the
7 Class Settlement and show cause why the Court should not approve the Class Settlement,
8 or object to the motion for awards of the Enhancement Awards to named Plaintiffs, and
9 the Class Counsel’s Attorneys’ Fees and Costs, as set forth in the Notice, whether or not
10 they have objected in writing or notified the Parties that they intend to appear. If a Class
11 Member does not submit a Notice of Objection or appear at the Final Approval Haring to
12 object, either personally or through counsel, such objection will be deemed waived, unless
13 otherwise ordered by the Court.

14 b. **Request for Exclusion from the Class Settlement.** The Notice will
15 explain that Class Members may exclude themselves from the Class Settlement by
16 mailing to the Settlement Administrator a signed Request for Exclusion Form (Exhibit
17 “C”) or a letter in conformity with the requirements set forth in paragraph 35. If a
18 question is raised about the authenticity of a signed Request for Exclusion, the Settlement
19 Administrator will have the right to demand additional proof of the Class Member’s
20 identity. A Class Member who timely submits a valid Request for Exclusion will not
21 participate in or be bound by the Class Settlement and the Final Approval Order and
22 Judgment with respect to the Class Settlement, however, they will be bound to the PAGA
23 Settlement if they are an Aggrieved Employee. A Class Member who does not complete
24 and transmit a valid Request for Exclusion in the manner and by the deadline specified
25 above will be bound by all terms and conditions of the Class Settlement, including the
26 release of Released Class Claims, if the Settlement is approved by the Court, and by the
27 Final Approval Order and Judgment with respect to the Class Settlement.
28

1 c. **Undeliverable.** In the event that the Settlement Administrator is unable to
2 obtain a valid address for a Class Member, and the Settlement Administrator is unable to
3 mail a Class Member their Notice, the Class Member's Notice will be considered
4 undeliverable. Nevertheless, Class Members whose Notice is undeliverable will be
5 considered be bound by the terms of the Settlement Agreement, including the releases
6 provided therein, in the same manner as other Class Members.

7 d. **Report.** No later than seven (7) calendar days after the Response
8 Deadline, the Settlement Administrator will provide the Parties with a complete and
9 accurate list of the names of all then-identified Participating Class Members, objectors,
10 and opt-outs.

11 65. **Resolution of Disputes.** If a Class Member disputes the Workweeks information
12 shown on his, her, or their Notice, the Class Member must ask the Settlement Administrator to
13 resolve the matter by submitting a timely and valid Workweeks Dispute to the Settlement
14 Administrator, in conformity with the requirements set forth in paragraph 41. In the event of such
15 a dispute, Defendant will have the right to review its payroll and personnel records to verify the
16 correct information. After consultation with Class Counsel, the Class Member, and Defendant's
17 Counsel, the Settlement Administrator will make a determination of the correct number of
18 Workweeks to be credited to the individual, and that determination will be final and binding on
19 the Parties and the Class Member, and non-appealable.

20 66. **No Solicitation of Objection or Request for Exclusion.** Plaintiffs agree that they
21 will not opt out of the Settlement. Neither the Parties nor their respective counsel will solicit or
22 otherwise encourage directly or indirectly any Class Member to object to, or request exclusion
23 from, the Settlement, or move to vacate or appeal from the Final Approval Order and Judgment
24 contemplated to be entered in this Action pursuant to the Settlement.

25 67. **Right of Defendant to Reject Settlement.** If five percent (5%) or more of the
26 Class Members validly elect not to participate in the Class Settlement, Defendant will have the
27 right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be
28 null and void. Defendant will notify Class Counsel of its decision to rescind the Settlement in

1 writing no later than fourteen (14) calendar days after the Class Members' deadline for requesting
2 exclusion from the Class Settlement. If Defendant elects to rescind the Settlement, Defendant
3 will pay all reasonable fees and costs incurred by the Settlement Administrator in administering
4 the Settlement up until the date that Defendant gives notice to Class Counsel that it is exercising
5 its right to rescind the Settlement pursuant to this paragraph.

6 **68. Additional Briefing and Final Approval.**

7 a. Plaintiffs will prepare and promptly file thereafter, a motion for final
8 approval of the Settlement, the LWDA Payment, and payment of the Settlement
9 Administration Costs as well as a motion for awards of the Enhancement Awards to
10 Plaintiffs and the Class Counsel's Attorneys' Fees and Costs pursuant to this Settlement.
11 By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and
12 Judgment, which will provide for, in substantial part, the following:

- 13 i. Approval of the Settlement as fair, reasonable, and adequate, and
14 directing consummation of its terms and provisions;
- 15 ii. Confirming and making final its prior conditional certification of the
16 Class as to Participating Class Members;
- 17 iii. Confirming and making final its prior preliminary appointment of
18 Plaintiffs as representatives of the Class;
- 19 iv. Confirming and making final its prior preliminary appointment of
20 Class Counsel as counsel for the Class;
- 21 v. Approval of the application for Attorneys' Fees and Costs to Class
22 Counsel;
- 23 vi. Approval of the application for Enhancement Awards to Plaintiffs;
- 24 vii. Directing Defendant to fund all amounts due under the Settlement
25 Agreement and ordered by the Court; and
- 26 viii. Entering judgment in this Action, while maintaining continuing
27 jurisdiction to implement the Settlement, in conformity with the
28 Settlement Agreement.

1 b. Either Party or both Parties may file a reply in support of the motion for
2 final approval of the Settlement, the LWDA Payment, and payment of the Settlement
3 Administration Costs to the extent that any opposition to the motion is filed. Plaintiffs
4 and Class Counsel may file a reply in support of their motions for the Enhancement
5 Awards to Plaintiffs and payment of the Class Counsel's Attorneys' Fees and Costs.

6 c. The Parties agree that if the Settlement is not approved, in whole or in part,
7 because a court determines that the PAGA Settlement Amount (\$400,000.00) should
8 increase, the portion of the Gross Settlement Amount allocated for payment to the Class
9 will be decreased to account for any increase required for the PAGA Settlement Amount
10 such that the Gross Settlement Amount does not exceed \$3,500,000.

11 d. If the Court reduces or otherwise denies the requested Class Counsel's
12 Attorneys' Fees and Costs or the Enhancement Awards to Plaintiffs, Plaintiffs may appeal
13 that ruling. However, an award by the Court or an appellate court of lesser amounts than
14 sought for the Enhancement Awards to Plaintiffs or Class Counsel's Attorneys' Fees and
15 Costs will not be deemed a material modification of the Settlement and will not entitle
16 Plaintiffs or Plaintiffs' Counsel to nullify or void the Settlement.

17 e. If the Court does not grant preliminary or final approval of the Settlement,
18 or if the Court's approval of the Settlement is reversed or materially modified on appellate
19 review, the Court will give the Parties a reasonable opportunity to attempt to cure any
20 issues precluding, and to ultimately obtain, Court approval of the Settlement by adjusting
21 or revising the terms of the Settlement and/or filing additional or supplemental briefing in
22 connection with the motions for preliminary and final approval. The Parties will make
23 reasonable efforts to work together to cure any such issues. If the Parties fail to secure
24 preliminary or final approval thereafter, then this Settlement will be, at either Party's
25 discretion, null and void.

26 f. Upon final approval of the Settlement by the Court, the Parties will present
27 to the Court, for its approval and entry, the Judgment. After entry of the Judgment, the
28 Court will have continuing jurisdiction over the Action and the Settlement solely for

1 purposes of (i) enforcing this Agreement, (ii) addressing Settlement administration
2 matters, and (iii) addressing such post-judgment matters as may be appropriate under
3 court rules or applicable law.

4 69. **Waiver of Right to Appeal.** Provided that the Final Approval Order and
5 Judgment are consistent with the material terms of this Agreement, Plaintiffs and Defendant, and
6 their respective counsel hereby waive any and all rights to appeal from the Final Approval Order
7 and Judgment, including all rights to any post-judgment proceeding and appellate proceeding,
8 such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the
9 Final Approval Order and Judgment therefore will become non-appealable at the time it is
10 entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
11 appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph
12 does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Court to award
13 the full Enhancement Awards to Plaintiffs or the Class Counsel's Attorneys' Fees and Costs
14 sought by them, as provided above.

15 70. **Timing of Settlement Payments.**

16 a. Within three (3) calendar days after the Effective Date of the Settlement, as
17 defined in paragraph 11 of this Agreement, the Settlement Administrator will provide
18 Defendant with wire transfer information.

19 b. Within fourteen (14) calendar days after the Effective Date of the
20 Settlement, as defined in paragraph 11 of this Agreement, Defendant will transfer to the
21 Settlement Administrator, via wire transfer, the Gross Settlement Amount, plus the
22 Employer Taxes.

23 c. Within seven (7) calendar days after receiving the wire transfer provided in
24 Section 70(b), the Settlement Administrator will pay the Individual Class Payments to
25 Participating Class Members, the Individual PAGA Payments to the Aggrieved
26 Employees, the Enhancement Awards to Plaintiffs, the LWDA Payment to the LWDA,
27 the Class Counsel's Attorneys' Fees and Costs to Class Counsel, and the Settlement
28 Administration Costs to the Settlement Administrator.

1 71. **Validity of Checks.** All Individual Class Payments and Individual PAGA
2 Payments will be valid for one hundred eighty (180) calendar days after they are mailed. If a
3 check is returned to the Settlement Administrator within ninety (90) days of initial mailing, the
4 Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member or
5 Aggrieved Employee at his, her, or their correct address. After one hundred eighty (180) calendar
6 days have lapsed since the initial mailing of the checks, the checks will be canceled, and the
7 Settlement Administrator will distribute all remaining funds represented by the canceled checks
8 to the California State Controller's Office, Unclaimed Property Division in the name of the Class
9 Member and/or Aggrieved Employee in the respective amount(s) payable to them, where the
10 Class Member and/or Aggrieved Employee can later claim his, her, or their funds.

11 72. **Effect of Disapproval, Termination, or Cancellation.** In the event that the
12 Court does not grant final approval of the Settlement, or if the Court's final approval of the
13 Settlement is reversed or materially modified on appellate review, then the Settlement will be null
14 and void after the Parties fulfill and exhaust their obligations under paragraph 68(e); if that
15 occurs, the Parties will have no further obligations under the Settlement, including any obligation
16 by Defendant to pay the Gross Settlement Amount. However, Defendant will pay the reasonable
17 fees and expenses of the Settlement Administrator to the date of disapproval, termination, or
18 cancellation. Furthermore, the Preliminary Approval Order, Final Approval Order and Judgment,
19 including any order certifying the Class, will be vacated. The Settlement Agreement and all
20 negotiations, statements, and proceedings relating thereto will be without prejudice to the rights
21 of any of the Parties, all of whom will be restored to their respective positions in the Action prior
22 to the execution of the Settlement Agreement. Neither this Settlement Agreement, nor any
23 ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all
24 matters associated with the mediation) will be admissible or offered into evidence in the Action or
25 any other action for any purpose. Any documents generated to bring the Settlement into effect
26 will be null and void, and any order or judgment entered by the Court in furtherance of this
27 Settlement Agreement will likewise be treated as void from the beginning.

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1 77. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the
2 Settlement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims,
3 and Released PAGA Claims, and will so represent to the Court via the unopposed motion for
4 preliminary approval. The Parties also agree that they have arrived at this Settlement after arm's-
5 length negotiations and in the context of adversarial litigation, taking into account all relevant
6 factors, present and potential. The Parties further acknowledge that they are each represented by
7 competent counsel and that they have had an opportunity to consult with their counsel regarding
8 the fairness and reasonableness of this Settlement Agreement. The Parties have agreed to work
9 together expeditiously and cooperatively to obtain preliminary and final approval of this
10 Settlement.

11 78. **Admissibility of Settlement Agreement.** Notwithstanding any privilege
12 applicable to settlement or mediation proceedings, this Settlement Agreement is a confidential
13 settlement document and may not be admitted into evidence or used in any proceeding except an
14 action, motion, or proceeding to approve, interpret, or enforce the terms of this Settlement.

15 79. **No Admission of Liability.** Neither this Settlement Agreement nor any other
16 documents prepared in connection with this Settlement are in any way an admission of liability by
17 Defendant. Moreover, Defendant denies all liability for any alleged wrongdoing and a statement
18 to this effect will be included in the notice sent to Class Members.

19 80. **Certification for Settlement Purposes Only.** For the purposes of the Settlement
20 only, the Parties stipulate to the certification of the class whose members are defined in paragraph
21 7. If the Court does not grant preliminary or final approval of the Settlement, this stipulation will
22 have no effect and class certification will automatically be deemed not to have been granted. The
23 Parties agree that this Settlement stipulation is in no way an admission that class certification is
24 proper under California Code of Civil Procedure § 382 or Rule 23 of the Federal Rules of Civil
25 Procedure. The Parties further agree that this stipulation will not be admissible in this or any
26 other proceeding as evidence that a class should be certified as Plaintiffs propose or that
27 Defendant is liable in any way to Plaintiffs or the class that Plaintiffs allege. Defendant expressly
28 reserves the right to oppose class certification of any purported class should this Settlement fail to

1 become final and effective.

2 81. **Authority to Act for Parties.** Counsel for all Parties represent and warrant that
3 they are expressly authorized by the Parties whom they represent to negotiate this Settlement
4 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
5 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
6 required to effectuate the terms of this Settlement Agreement.

7 82. **Counterparts, Electronic and Facsimile Signatures.** This Settlement
8 Agreement may be executed in one or more counterparts, and each such counterpart will be
9 deemed an original, but all of which taken together will constitute one and the same Settlement
10 Agreement. The Parties agree that this Agreement may be signed electronically via DocuSign or
11 other electronic signature platform. Any signature pages transmitted via facsimile or via email
12 PDF(s) will be regarded as original counterpart signature pages.

13 83. **Judgment to be Entered by the Court.** Upon the Court's granting of Final
14 Approval as to the Settlement, the Court will enter the Final Approval Order and Judgment in
15 accordance with the terms of this Settlement Agreement. The Parties will provide the Settlement
16 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the
17 Court, and the Settlement Administrator will post the Final Approval Order and Judgment on its
18 website for sixty (60) calendar days. This will satisfy California Rules of Court 3.771(b), and no
19 individualized notice of the Final Approval Order and Judgment to the Class will be required.

20 84. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other in
21 good faith to accomplish the terms of this Settlement, including, but not limited to, execution of
22 such documents and taking such other action as reasonably necessary to implement the terms of
23 this Settlement. The Parties will use their best efforts, including all efforts contemplated by this
24 Settlement and any other efforts that may become necessary by order of the Court, or otherwise,
25 to effectuate this Settlement.

26 85. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
27 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
28 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action or right herein released and discharged.

2 86. **Applicable Law.** This Settlement Agreement is made under and will be governed
3 and construed in accordance with California law. If any civil action is filed to enforce or interpret
4 any term or provision of this Agreement, or otherwise, the appropriate venue will be a state or
5 federal court of competent jurisdiction located in or covering Stanislaus County in the State of
6 California.

7 87. **Construction.** The Parties agree the terms and conditions of this Settlement are
8 the result of lengthy, intensive, arm's-length negotiations and this Settlement will not be
9 construed in favor of or against any Party by reason of the extent to which any Party or his, her,
10 their, or its counsel participated in the drafting of this Settlement Agreement.

11 88. **Paragraph Titles and Captions.** Paragraph titles and/or captions contained
12 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
13 extend, or describe the scope of the Settlement or any provision of the Settlement.

14 89. **Modification.** The Settlement may not be changed, altered, or modified, except in
15 writing and signed by the Parties, and approved by the Court. The Settlement may not be
16 discharged except by performance in accordance with its terms or by a writing signed by the
17 Parties.

18 90. **Integration Clause.** This Settlement Agreement contains the entire agreement
19 between the Parties relating to the Settlement, and all prior or contemporaneous agreements,
20 understandings, representations, and statements, whether oral or written and whether by a Party or
21 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
22 writing.

23 91. **Severability.** If any provision of this Agreement is unenforceable, for any reason,
24 the remaining provisions will nevertheless be of full force and effect, subject to the limitations set
25 out in paragraphs 62(c), 68(c), 68(e), and 72 regarding the effect of disapproval, termination,
26 modification, or cancellation by the Court of any material term or condition of this Agreement.

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1 92. **Binding on Successors and Assigns.** The Settlement will be binding upon and
2 inure to the benefit of the Parties and their respective predecessors, successors, parents,
3 subsidiaries, affiliates, heirs, trustees, executors, administrators, successors, and assigns and upon
4 any corporate or other entity into or with which any Party hereto may merge, combine, or
5 consolidate.

6 93. **Class Member Signatories.** It is agreed that because the members of the Class
7 are numerous, it is impossible or impracticable to have each Class Member execute the
8 Settlement. The Notice will advise all Class Members of the binding nature of the Class
9 Settlement as to the Participating Class Members, and the release will have the same force and
10 effect as if this Settlement were executed by each Class Member.

11 94. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all
12 proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial
13 under California Code of Civil Procedure section 583.310), except such proceedings necessary to
14 implement and complete the Settlement Agreement, pending the Final Approval Hearing to be
15 conducted by the Court.

16 95. **Notices.** All notices, demands, and other communications to be provided
17 concerning this Settlement Agreement will be in writing and delivered by overnight mail at the
18 addresses set for below, or such other addresses as either Party may designate in writing from
19 time to time:

20 To Plaintiffs and Class Counsel:
21 Arby Aiwazian, Esq.
22 Joanna Ghosh, Esq.
23 Kyla Buenaventura, Esq.
24 **LAWYERS for JUSTICE, PC**
25 410 West Arden Avenue, Suite 203
26 Glendale, California 91203

To Defendant:
 Nancy L. Abell, Esq.
 Raymond W. Bertrand, Esq.
 PAUL HASTINGS LLP
 515 South Flower Street, 25th Floor
 Los Angeles, California 90071

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1 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement
2 Agreement as of the date(s) set forth below.

3 **IT IS SO AGREED:**

4 **PLAINTIFFS:**

5 **TED FERGUSON**

6 Signature: _____ Date: _____
7

8 **LISA FLATHERS**

9 Signature: _____ Date: _____
10

11 **JOEL FLORES**

12 Signature: _____ Date: _____
13

14 **DEFENDANT:**

15 **G3 ENTERPRISES, INC.**

16 
17 Signature: _____ Date: 6/28/23
18 Tim Byrd, Vice President
& General Counsel

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1 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement
2 Agreement as of the date(s) set forth below.

3 **IT IS SO AGREED:**

4 **PLAINTIFFS:**

5 **TED FERGUSON**

6 Signature:


Veriflex AssureSign® 2023-06-29 23:23:52 UTC - 99.14.97.229*
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Date: 06/29/2023

8 **LISA FLATHERS**

9 Signature: _____

Date: _____

11 **JOEL FLORES**

12 Signature: _____

Date: _____

14 **DEFENDANT:**

15 **G3 ENTERPRISES, INC.**

17 Signature:

Tim Byrd, Vice President
& General Counsel

Date: _____

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1 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement
2 Agreement as of the date(s) set forth below.

3 **IT IS SO AGREED:**

4 **PLAINTIFFS:**

5 **TED FERGUSON**

6 Signature: _____

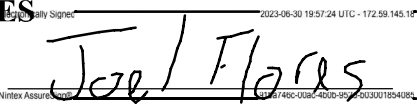
Date: _____

8 **LISA FLATHERS**

9 Signature:  _____
10 Digitally Signed: 2023-06-30 22:38:14 UTC - 24:162.102.62
Nintex AssureSigner C52C2852-827-403b-9568-8031017254c4

Date: 06/30/2023

11 **JOEL FLORES**

12 Signature:  _____
13 Digitally Signed: 2023-06-30 19:57:24 UTC - 172.59.145.18
Nintex AssureSigner 0176749C-038c-400b-9568-8031017254c4

Date: 06/30/2023

14 **DEFENDANT:**

15 **G3 ENTERPRISES, INC.**

17 Signature: _____

Date: _____

18 Tim Byrd, Vice President
& General Counsel

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1 APPROVED AS TO FORM:

2 COUNSEL FOR PLAINTIFFS AND THE CLASS:

3 LAWYERS *for* JUSTICE, PC

4
5 Signature: _____

Arby Aiwarzian
Joanna Ghosh
Kyla Buenaventura

Date: _____

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8 COUNSEL FOR DEFENDANT:

9 PAUL HASTINGS LLP

10
11 Signature: _____

Nancy L. Abell
Nancy L. Abell, Partner

Date: *June 29, 2023*

1 **APPROVED AS TO FORM:**

2 **COUNSEL FOR PLAINTIFFS AND THE CLASS:**

3 **LAWYERS *for* JUSTICE, PC**

4
5 Signature:

Kyla Buenaventura
Arby Aiwazian
Joanna Ghosh
Kyla Buenaventura

Date: June 30, 2023

6
7
8 **COUNSEL FOR DEFENDANT:**

9 **PAUL HASTINGS LLP**

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11 Signature:

Nancy L. Abell, Partner

Date: _____

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION
SETTLEMENT

Ferguson, et al. vs. G3 Enterprises, Inc., Stanislaus Superior Court Case No. CV-21-000848

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

You may be eligible to receive money from the above-referenced wage-and-hour putative class and representative action lawsuit (“Action”) against G3 Enterprises, Inc. (“G3 Enterprises,” “the Company,” or “Defendant”). The Action was filed by former G3 employees Ted Ferguson, Lisa Flathers, and Joel Flores (together, “Plaintiffs”), and seeks unpaid wages, penalties, and other relief for alleged violations of the California Labor Code and California Business and Professions Code section 17200, *et seq.*

“**Class Members**” means all current and former non-exempt or hourly-paid employees of G3 Enterprises who worked in California at any time during the period from February 23, 2017 through [REDACTED], 2023. “**Class Period**” means the period February 23, 2017 through [REDACTED], 2023.

“**Aggrieved Employees**” means all current and former non-exempt or hourly-paid employees of G3 Enterprises who worked in California at any time during the period from August 1, 2021 through [REDACTED], 2023. “**PAGA Period**” means the period from August 1, 2021 through [REDACTED], 2023.

The Settlement has two main parts: (1) a Class Settlement requiring G3 Enterprises to fund Individual Class Payments in exchange for the settlement and resolution of Released Class Claims, and (2) a PAGA Settlement requiring G3 Enterprises to fund Individual PAGA Payments and pay penalties to the California Labor & Workforce Development Agency (“LWDA”) in exchange for the settlement and resolution of Released PAGA Claims.

Based on G3 Enterprises’ records, **your Individual Class Payment is estimated to be \$ [REDACTED] (less employee’s share of taxes and withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. These are only estimates and the actual amount you will receive likely may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not an Aggrieved Employee and thus not eligible for an Individual PAGA Payment under the Settlement.)

Participating Class Members are eligible for Individual Class Payments under the Settlement based on the number of weeks they worked in California as an employee of G3 Enterprises in a non-exempt or hourly position (“**Workweeks**”) during the Class Period, based on payroll and time records, hire dates, re-hire dates (as applicable), leave of absence dates, and termination dates (as applicable). Aggrieved Employees are eligible for Individual PAGA Payments based on their Workweeks during the PAGA Period.

Based on the Company’s records, **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Workweeks** during the PAGA Period. If you believe that you worked more

Workweeks during the Class Period or PAGA Period, you can submit a challenge by the deadline date. See Section **E.3.** of this Notice.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **Read this Notice carefully. You will be deemed to have carefully read and understood it.** At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys, Lawyers for Justice, PC ("Class Counsel"). The Court will also decide whether to enter a judgment that requires G3 Enterprises to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against G3 Enterprises and other Released Parties. See Section **D.7. and D.8.** of this Notice.

G3 Enterprises will not retaliate against you for any actions you take with respect to the Settlement.

A. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for G3 Enterprises during the Class Period and/or the PAGA Period, these are your options under the Settlement:

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, and eligible for an Individual Class Payment; if you are an Aggrieved Employee, you will also be eligible for an Individual PAGA Payment. If you are a Participating Class Member, you will give up your right to assert Released Class Claims against G3 Enterprises and other Released Parties. If you are an Aggrieved Employee, you will give up your right to assert Released PAGA Claims against G3 Enterprises and other Released Parties See Section D.7. and D.8. of this Notice.
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [RESPONSE DEADLINE]	If you do not want to participate in the Class Settlement, you can exclude yourself from the Class Settlement by completing and sending a written Request for Exclusion or the accompanying Request for Exclusion Form to the Settlement Administrator. See Section G. of this Notice. Once excluded from the Class Settlement, you will not be a Participating Class Member and no longer be eligible for an Individual Class Payment, you will, however, preserve your right to pursue Released Class Claims that you may have against G3 Enterprises and Released Parties. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment and will give up your right to assert Released PAGA Claims against G3 Enterprises and Released Parties. You cannot opt out of the PAGA Settlement. See Section D.8 of this Notice.
Participating Class Members Can Object	All Class Members who do not opt out of the Class Settlement ("Participating Class Members") can object to the Class Settlement

to the Class Settlement; Written Objections Must be Submitted by [RESPONSE DEADLINE]	by completing and submitting a written Notice of Objection or the accompanying Notice of Objection Form to the Settlement Administrator or appearing and verbally objecting at the Court's Final Approval Hearing. You are not personally responsible for any payments to Class Counsel or Plaintiffs. If you hire your own separate attorney, you may be responsible for fees and costs for that attorney. See Section H. of this Notice.
You Can Participate in the [FINAL APPROVAL HEARING DATE TO BE INSERTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department 22 of the Superior Court for the County of Stanislaus, Modesto, California. You do not have to attend but you do have the right to appear in person (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H. and I. of this Notice.
You Can Dispute the Number of Workweeks Credited to You; Workweeks Disputes Must be Submitted by [RESPONSE DEADLINE]	The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period, while the amount of your Individual PAGA Payment (if any) depends how many Workweeks you worked during the PAGA Period. The number of Workweeks you worked according to the Company's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must send a Workweeks Dispute in conformity with the requirements set forth in Section E.3. of this Notice.

B. WHAT IS THE ACTION ABOUT?

On February 23, 2021, Plaintiff Ted Ferguson filed a Class Action Complaint for Damages, Case No. CV-21-000848 in the Superior Court of the County of Stanislaus, against Defendant G3 Enterprises, Inc. for violations of the California Labor Code and California Business and Professions Code. ("**Class Action**" or "**Action**"). On August 1, 2022, Plaintiffs Lisa Flathers and Joel Flores filed with the Labor and Workforce Development Agency ("**LWDA**") and served on Defendant a notice under California Labor Code section 2699.3 stating they intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various alleged California Labor Code violations ("**PAGA Notice**"). On October 5, 2022, Plaintiffs Flathers and Flores filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. seeking civil penalties under the PAGA against Defendant, Case No. CV-22-004547 ("**PAGA Action**"). On May 17, 2023, Plaintiffs Flathers and Flores filed with the LWDA and served on Defendant another notice under California Labor Code section 2699.3 regarding their intent to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various alleged Labor Code violations ("**Additional PAGA Notice**"). The First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698 ("**Operative Complaint**") in the Action alleges that Defendant violated California labor laws by (a) failing to pay wages, including overtime premium pay and the minimum wage; (b) failing to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the

employee's regular rate of pay for missed, short, or late meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) omitting certain types of remuneration when calculating an employee's regular rate of pay; (d) failing to pay compensation at employees' final rate of pay for unused vested paid vacation days at the termination of employment and associated penalties thereon; (e) failing to indemnify and/or reimburse employees for all business expenses; (f) failing to maintain accurate, required payroll records; (g) failing to issue compliant, accurate wage statements; (h) failing to issue timely payment of wages during, and upon termination of, employment; (i) failing to provide one day's rest in seven; (j) failing to provide notice of material terms of employment; (k) failing to provide compliant paid sick leave and COVID supplemental sick leave; and (l) failing to provide compliant reporting pay. Based on these alleged violations, Plaintiffs have also asserted that Defendant engaged in unfair business practices in violation of the California Business and Professions Code § 17200, *et seq.* and owes civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA").

Plaintiffs are represented by attorneys in the Action: Lawyers *for* Justice, PC ("Class Counsel").

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

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

So far, the Court has made no determination whether Plaintiffs or Defendant are/is correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Action Settlement Agreement ("**Settlement**," "**Settlement Agreement**," or "**Agreement**") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a Settlement that is subject to the Court's final approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe that: (1) G3 Enterprises has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Member, Aggrieved Employees, and State of California.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine whether to grant final approval of the Settlement and enter judgment.

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

1. The Total Settlement Amount is \$3,842,447.00 ("Total Settlement Amount"). G3 Enterprises has agreed to deposit \$3,500,000.00 into an account controlled by the Settlement Administrator for the Settlement (the "Gross Settlement Amount"). G3 Enterprises has already paid \$342,447.00 to current and former non-exempt

employees in pay adjustments, penalties, and settlement of California Labor Code and California Business and Professions Code section 17200 claims between the date the Action was filed and April 14, 2023 (“**Post-Action Payments**”). The Total Settlement Amount consists of the Gross Settlement Amount plus the Post-Action Payments. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Enhancement Awards to Plaintiffs, Attorney’s Fees and Costs to Class Counsel, the Settlement Administration Costs to the Settlement Administrator, and LWDA Payment to the LWDA. Assuming the Court grants final approval of the Settlement, G3 Enterprises will fund the Gross Settlement Amount plus the employer’s portion of the payroll taxes due on wage payments made from the Net Settlement Amount to Class Members (“Employer Taxes”) not more than fourteen (14) calendar days after the Effective Date of the Settlement. The Settlement Administrator will make the required payments within seven (7) calendar days after G3 Enterprises deposits the Gross Settlement Amount and Employer Taxes.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Attorneys’ Fees and Costs: Up to 38% of the Total Settlement Amount (up to \$1,460,129.86, if the Total Settlement Amount is \$3,842,447.00) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their actual litigation costs and expenses (“**Attorneys’ Fees and Costs**”). To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Enhancement Awards: Up to \$18,500.00 to Plaintiff Ferguson and up to \$11,500.00 each to Plaintiffs Flathers and Flores for prosecuting the Class Action and PAGA Action, working with Class Counsel, and representing the Class, Aggrieved Employees, and State of California (“**Enhancement Awards**”).
 - c. Settlement Administration Costs: Up to \$30,000.00 to the Settlement Administrator for its fees and expenses incurred in administering the Settlement (“**Settlement Administration Costs**”).
 - d. **PAGA Settlement Amount:** Up to \$400,000.00 for civil penalties under PAGA (“**PAGA Settlement Amount**”), allocated 75% (\$300,000.00) to the LWDA (“**LWDA Payment**”) and 25% (\$100,000.00) to the Aggrieved Employees (“**Aggrieved Employees’ PAGA Settlement**”) as Individual PAGA Payments, distributed *pro rata* based on their Workweeks during PAGA Period.
3. Net Settlement Amount Distributed to Participating Class Members. After making the deductions provided in Section **D.2** above in amounts approved by the Court,

the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the “**Net Settlement Amount**”) by making Individual Class Payments to Participating Class Members based *pro rata* on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiffs and G3 Enterprises are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“wage portion”) and 80% to [e.g., penalties, interest, etc.] (“non-wage portion”). The wage portion is subject to employee’s share of withholdings and will be reported on IRS W-2 Forms. (G3 Enterprises will separately pay the Employer Taxes it owes on the wage portion.) The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the non-wage portions of the Individual Class Payments on IRS 1099-MISC Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether any payments that you receive from the Settlement are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments you receive from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. 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, deposit, or otherwise negotiate your check by the void date, the check will be automatically canceled, and the monies will be deposited with the California State Controller’s Office, Unclaimed Property Division in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property Division, you should consult the Division’s instructions on how to retrieve your money at the following website: https://www.sco.ca.gov/upd_form_claim.html
6. The Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and G3 Enterprises have agreed that, in either case, the Settlement will be void, and that G3 Enterprises will not pay any money (other than the Settlement Administrator’s fees and costs up to the date the Settlement is void). In the event that the Settlement is void, the releases of claims contemplated under the Settlement will also be void.
7. Class Settlement and Participating Class Members’ Release of Released Class Claims.

“**Class Settlement**” means the settlement and resolution of Released Class Claims

By virtue of the Settlement and by operation of the contemplated Final Approval Order and Judgment to be approved by the Court, upon the Effective Date of the Settlement and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount and Employer Taxes, Plaintiffs and the Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. The period of this release will extend to the limits of the Class Period.

“Released Class Claims” means all claims under federal, state, or local law alleged in the Operative Complaint or that could have been alleged based on the facts, matters, transactions, or occurrences alleged in the Operative Complaint, arising during the Class Period, including but not limited to claims for Defendant’s alleged (a) failure to (i) pay wages (including regular, minimum, overtime, and premium wages), (ii) provide compliant meal and rest periods and associated pay and premium payments in lieu thereof, (iii) timely pay wages during employment and upon termination, (iv) provide accurate, compliant wage statements, (v) maintain complete and accurate payroll records, (vi) reimburse necessary business-related expenses, (vii) provide one day’s rest in seven, (viii) provide notice of material terms of employment, (ix) provide paid sick leave and COVID supplemental sick leave, and (x) provide reporting time pay; (b) unfair or unlawful business practices pursuant to California Business and Professions Code sections 17200, *et seq.*, based on the aforementioned; and (c) violation of the California Labor Code arising from or related to the aforementioned, including, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001.

“Released Parties” means G3 Enterprises, Inc. its current and former subsidiaries, affiliated companies or entities, predecessors, and successors (including, but not limited to, each of their respective owners, members, officers, directors, managers, employees, partners, shareholders, and agents.

8. PAGA Settlement and Aggrieved Employees’ Release of Released PAGA Claims.

“PAGA Settlement” means the settlement and resolution of Released PAGA Claims

By virtue of the Settlement and by operation of the contemplated Final Approval Order and Judgment to be approved by the Court, upon the Effective Date of the Settlement and full funding of the full amount of the Gross Settlement Amount and Employer Taxes by Defendant, Plaintiffs Flathers and Flores, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (defined above in Section D.7 of this Notice) of all Released PAGA Claims pertaining to Plaintiffs Flathers and

Flores and the Aggrieved Employees, whether known or unknown. The State of California with respect the Aggrieved Employees, and Aggrieved Employees do not release any claims based on facts occurring outside the PAGA Period.

“Released PAGA Claims” means all claims for civil penalties under PAGA alleged in the Operative Complaint, PAGA Notice, and Additional PAGA Notice or that could have been alleged based on the facts, matters, transactions, or occurrences alleged in the Operative Complaint, PAGA Notice, and Additional PAGA Notice arising during the PAGA Period, including but not limited to claims for Defendant’s alleged (a) failure to (i) pay wages (including regular, minimum, overtime, and premium wages), (ii) provide compliant meal and rest periods and associated pay and premium payments in lieu thereof, (iii) timely pay wages during employment and upon termination, (iv) provide accurate, compliant wage statements, (v) maintain complete and accurate payroll records, (vi) reimburse necessary business-related expenses, (vii) provide one day’s rest in seven, (viii) provide notice of material terms of employment, (ix) provide paid sick leave and COVID supplemental sick leave, and (x) provide reporting time pay; and (b) violation of the California Labor Code arising from or related to the aforementioned, including, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001.

E. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate and distribute each Participating Class Member’s *pro rata* share of the Net Settlement Amount (**“Individual Class Payment(s)”**) based on the number of their Workweeks during the Class Period. Individual Class Payments will be calculated as follows: the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the **“Final Workweek Value,”** and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his, her, or their Individual Class Payment .
2. Individual PAGA Payments. The Settlement Administrator will calculate and distribute each Aggrieved Employee’s *pro rata* share of the Aggrieved Employees’ PAGA Settlement (**“Individual PAGA Payment(s)”**) based on their Workweeks during the PAGA Period. Individual PAGA Payments will be calculated as follows: the Settlement Administrator will divide the Aggrieved Employees’ PAGA Settlement (i.e., 25% of the PAGA Settlement Amount) by the total number of Aggrieved Employee’s Workweeks worked during the PAGA Period to yield the **“PAGA Workweek Value,”** and multiply each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his, her, or their Individual PAGA Payment.

3. Workweeks Disputes. The number of Workweeks you worked during the Class Period and PAGA Period (if applicable), as recorded in the Company's records, are stated in the first page of this Notice. If you believe any of that information is not correct, you can challenge it by sending a letter ("**Workweeks Dispute**") to the Settlement Administrator that: (a) contains the case name and number of the Class Action; (b) contains your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks credited and what you contend is the correct number to be credited to you; (d) includes information and/or attaches documentation supporting the number of Workweeks that you contend should be credited; and (e) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before **[RESPONSE DEADLINE]**. Section J. of this Notice has the Settlement Administrator's contact information.

The Settlement Administrator will accept the Company's calculation of Workweeks based on the Company's records as accurate unless you send copies of records containing contrary information or the Settlement Administrator discovers a computation error. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek Dispute after consultation with you, Class Counsel and the Company's counsel. The Settlement Administrator's decision will be final. You cannot appeal or otherwise challenge its final decision.

F. HOW WILL I GET PAID?

The Settlement Administrator will issue every Participating Class Member (*i.e.*, every Class Member who does not exclude themselves from the Class Settlement) an Individual Class Payment and will issue every Aggrieved Employee an Individual PAGA Payment by way of checks sent by U.S. mail. The Settlement Administrator may issue a single check, combining the Individual Class Payment and the Individual PAGA Payment if the recipient is eligible for both of those payments.

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

G. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and submit to the Settlement Administrator a written Request for Exclusion Form (attached) or an equivalent letter ("**Request for Exclusion**") to the Settlement Administration that reflects your wish to be excluded from the Class and to not participate in the Class Settlement. It must: (1) contain the case name and number of the Class Action; (2) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be sent by mail to the Settlement Administrator at the specified address, postmarked on or before **[RESPONSE DEADLINE]**, or it will be invalid. Section J. of the Notice has the Settlement Administrator's contact information.

H. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. To do so in writing, complete and submit to the Settlement Administrator a written Notice of Objection Form (attached) or an equivalent letter (“**Notice of Objection**”) to the Settlement Administrator reflecting your objection to the Class Settlement that: (1) contains the case name and number of the Class Action; (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contains a written statement of all grounds for the objection to the Class Settlement accompanied by any legal support for such objection; (4) includes copies of any papers, briefs, or other documents upon which the objection to the Class Settlement is based; (5) contains the name and contact information of any attorney representing you with respect to your objection to the Class Settlement; and (6) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before **[RESPONSE DEADLINE]**. Section J. of this Notice has the Settlement Administrator’s contact information.

Alternatively or in addition to submitting a written Notice of Objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section I. of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

I. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **[DATE TO BE INSERTED]** at **[time]** in Department 22 of the Superior Court for the County of Stanislaus, located at 801 10th Street, 6th floor, Modesto, California 95354. At the hearing, the Court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and counsel for G3 Enterprises before making a decision. You can attend (or hire a lawyer to attend).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court’s calendar at <https://www.stanislaus.courts.ca.gov/online-services/court-calendar> beforehand or contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing.

J. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything G3 Enterprises and Plaintiffs have promised to do, and the terms for resolution of the Action, Released Class Claims, and Released PAGA Claims, under the Settlement. The easiest way to read the Agreement, the contemplated Final Approval Order and Judgment, or any other case-related or Settlement-related documents is to go to the Court’s website (<https://stanportal.stanct.org/search>) and enter the Case Number for the Class Action (Case No. CV-21-000848) or PAGA Action (Case No. CV-22-004547). You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk’s Office at

the Courthouse, located at 801 10th Street, 4th floor, Modesto, California 95354, by calling (209) 530-3100.

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

Class Counsel:

LAWYERS *for* JUSTICE, PC

Arby Aiwarzian (CA State Bar No. 269827)

Joanna Ghosh (CA State Bar No. 272479)

Kyla Buenaventura (CA State Bar No. 346443)

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Settlement Administrator:

Name of Company: Simpluris

Email Address: TO BE INSERTED

Mailing Address: TO BE INSERTED

Telephone: TO BE INSERTED

K. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

NOTICE OF OBJECTION FORM

Ferguson, et al. vs. G3 Enterprises, Inc., Stanislaus Superior Court Case No. CV-21-000848

Only complete this form if you want to object to the class action settlement (that is referred to as “Class Settlement” and discussed further in the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form) in the above-referenced lawsuit (“Action”).

IF YOU OBJECT TO THE CLASS SETTLEMENT, YOU WILL STILL BE INCLUDED IN THE CLASS SETTLEMENT AND WILL RELEASE YOUR RELEASED CLASS CLAIMS. IF INSTEAD YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED “REQUEST FOR EXCLUSION.”

DO NOT fill out both forms.

MY OBJECTION

I confirm that I worked for Defendant G3 Enterprises, Inc. in California as a non-exempt or hourly-paid employee at any time during the period from February 23, 2017 through , 2023. I also confirm that I have received and read the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form and that provides information regarding the Class Settlement and PAGA Settlement in the Action.

I wish to object to the Class Settlement reached in the Action based on the following grounds (you may attach additional pages if necessary):

Print Full Name of Objector: _____

Last Four Digits of Objector’s Social Security Number: ____ ____ ____ ____

Objector’s Street Address: _____

Objector’s City, State and Zip Code: _____

Objector’s Telephone Number: _____

Full Name and Contact Information of Attorney, If Any, Representing Objector:

Objector's Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED, SIGNED, MAILED BY MAIL TO THE SETTLEMENT ADMINISTRATOR, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this form to the Settlement Administrator at: *Ferguson v. G3 Enterprises* Settlement c/o Simpluris, Inc., [**Mailing Address**].

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Ferguson, et al. vs. G3 Enterprises, Inc., Stanislaus Superior Court Case No. CV-21-000848

Only complete this form if you want to opt out of (not participate in) the class action settlement (that is referred to as “Class Settlement” and discussed further in the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form) in the above-referenced lawsuit (“Action”).

IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS SETTLEMENT.

MY REQUEST FOR EXCLUSION

I confirm that I worked for Defendant G3 Enterprises, Inc. in California as a non-exempt or hourly-paid employee at any time during the period from February 23, 2017 through _____, 2023. I also confirm that I have received and read the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form and that provides information regarding the Class Settlement and PAGA Settlement in the Action.

Please exclude me from the Class Settlement in the Action. **I do not wish to receive any payment under the terms of the Class Settlement or to otherwise participate in the Class Settlement.** I understand that if I am an Aggrieved Employee (namely, if I worked for Defendant G3 Enterprises, Inc. in the State of California as a non-exempt or hourly-paid employee at some point during the period from August 1, 2021 through and including _____, 2023), I will nevertheless remain bound to the PAGA Settlement and be issued payment under the terms of the PAGA Settlement.

Print Full Name: _____

Last Four Digits of My Social Security Number: ____ ____ ____ ____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

My Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED BY YOU, MAILED BY MAIL TO THE SETTLEMENT ADMINISTRATOR, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this form to the Settlement Administrator at: *Ferguson v. G3 Enterprises* Settlement c/o Simpluris, Inc., [Mailing Address].