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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

GALEN FAIR, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

PYRO-COMM SYSTEMS, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No. 24CV077178

Assigned for All Purposes To:
Honorable Somnath Raj Chatterjee
Department 21

**AMENDED CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: May 24, 2024
Trial Date: None Set

1 **AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by
3 and between Plaintiff Galen Fair (“Plaintiff”) and Defendant Pyro-Comm Systems, Inc.
4 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
5 individually as “Party”.

6 **A. DEFINITIONS.**

7 1. “Action” means the wage-and-hour class action lawsuit that was filed on May 24,
8 2024, captioned *Galen Fair v. Pyro-Comm Systems, Inc.* (Case No. 24CV077178), that is currently
9 pending in Alameda County Superior Court.

10 2. “Administrator” means Phoenix Class Action Administration Solutions, or any other
11 third-party class action settlement administrator agreed to by the Parties and approved by the Court
12 for the purposes of administering this Settlement. The Parties represent that they do not have any
13 financial interest in the Administrator or otherwise have a relationship with the Administrator that
14 could create a conflict of interest.

15 3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses incurred pursuant
17 to the administration of this Agreement.

18 4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt
19 employees of Defendant within the State of California at any time during the PAGA Period.

20 5. “Class” means all current and former hourly-paid or non-exempt employees of
21 Defendant within the State of California at any time during the Class Period who were not subject to
22 an arbitration agreement.

23 6. “Class Counsel” means Justice Law Corporation, the attorneys representing Plaintiff.

24 7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment and Class
27 Counsel Litigation Expenses Payment are the fees and expenses approved by the Court for Class
28 Counsel’s litigation and resolution of this Action.

1 8. “Class Data” means Class Member identifying information in Defendant’s possession
2 including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security
3 Number; and (d) number of Workweeks and PAGA Pay Periods.

4 9. “Class Member” means a member of the Class, as either a Participating Class Member
5 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as
6 an Aggrieved Employee).

7 10. “Class Member Address Search” means the Administrator’s investigation and search
8 for current Class Member mailing addresses using all reasonably available sources, methods and
9 means including, but not limited to, the National Change of Address Database (“NCOA”), skip
10 traces, and direct contact by the Administrator with Class Members.

11 11. “Class Notice” means the Court Approved Notice of Class Action and PAGA
12 Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form,
13 without material variation, attached hereto as **Exhibit A**.

14 12. “Class Period” means the period from March 24, 2020, through May 18, 2025 or the
15 date of preliminary approval, whichever date is sooner.

16 13. “Class Representative” means the named plaintiff Galen Fair.

17 14. “Class Representative Service Payment” means the payment to the Class
18 Representative for initiating the Action and providing services in support of the Action.

19 15. “Court” means the Superior Court of California, County of Alameda.

20 16. “Defendant” means the named defendant Pyro-Comm Systems, Inc.

21 17. “Defense Counsel” means Fisher & Phillips LLP, the attorneys representing
22 Defendant.

23 18. “Effective Date” means the date by which both of the following have occurred: (a) the
24 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no
26 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one
27 or more Participating Class Members objects to the Settlement, the day after the deadline for filing a
28 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after

1 the appellate court affirms the Judgment and issues a remittitur.

2 19. "Final Approval" means the Court's order granting final approval of the Settlement.

3 20. "Final Approval Hearing" means the Court's hearing on the motion for final approval.

4 21. "Gross Settlement Amount" means \$900,000, which is the total amount that
5 Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay
6 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
7 Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA
8 Payment, and Individual Class Payments.

9 22. "Individual Class Payment" means a Participating Class Member's pro rata share of
10 the Net Settlement Amount calculated according to the number of Workweeks worked by the
11 Participating Class Member during the Class Period.

12 23. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of
13 thirty-five percent (35%) of the PAGA Penalties calculated according to the number of PAGA Pay
14 Periods worked by the Aggrieved Employee during the PAGA Period.

15 24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

16 25. "LWDA" means the California Labor and Workforce Development Agency.

17 26. "LWDA PAGA Payment" means the sixty-five percent (65%) of the PAGA Penalties
18 paid to the LWDA.

19 27. "Net Settlement Amount" means the Gross Settlement Amount less the following
20 payments in the amounts approved by the Court: Class Counsel Fees Payment, Class Counsel
21 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
22 Payment, Individual PAGA Payments, and LWDA PAGA Payment. The remainder is to be paid to
23 Participating Class Members as Individual Class Payments.

24 28. "Non-Participating Class Member" means any Class Member who opts out of the
25 Settlement by sending the Administrator a valid and timely Request for Exclusion.

26 29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698,
27 *et seq.*).

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1 30. “PAGA Notice” means the written notice sent to the LWDA and Defendant on April
2 1, 2025 that was provided notice pursuant to Labor Code section 2699.3, subdivision (a).

3 31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
4 worked for Defendant for at least one (1) day during the PAGA Period.

5 32. “PAGA Period” means the period from March 24, 2023, through May 18, 2025 or the
6 date of preliminary approval, whichever date is sooner.

7 33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
8 the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five
9 percent (35%) to the Aggrieved Employees in settlement of PAGA claims.

10 34. “Participating Class Member” means a Class Member who does not submit a valid
11 and timely Request for Exclusion from the Settlement.

12 35. “Plaintiff” means the named plaintiff Galen Fair

13 36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
14 the Settlement.

15 37. “Released Class Claims” means the Class claims being released as described in
16 Paragraph E.2 below.

17 38. “Released PAGA Claims” means the PAGA claims being released as described in
18 Paragraph E.3 below.

19 39. “Released Parties” means Defendant and all of its parent companies, subsidiaries,
20 respective attorneys, past, present and future divisions, affiliates, predecessors, successors,
21 shareholders, officers, directors, management-level employees, agents, trustees, representatives,
22 administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies,
23 both individually and collectively, their respective past or present owners, officers, directors,
24 shareholders, successors and predecessors in interest, and any individual or entity which could be
25 jointly or severally liable with Defendant and any entity that could be deemed a joint employer with
26 Defendant for any of the Released Claims.

27 40. “Request for Exclusion” means a Class Member’s submission of a written request to
28 be excluded from the class portion of the Settlement signed by the Class Member.

1 41. “Response Deadline” means sixty (60) calendar days after the Administrator mails
2 Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
3 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
4 or mail his or her Objection to the Settlement. Class Members to whom Class Notices are re-sent
5 after having been returned undeliverable to the Administrator shall have an additional fourteen (14)
6 calendar days beyond the original Response Deadline.

7 42. “Settlement” means the disposition of the Action effected by this Agreement and the
8 Judgment.

9 43. “Workweek” means any week during which a Class Member worked for Defendant
10 for at least one (1) day during the Class Period.

11 **B. RECITALS.**

12 1. On May 24, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
13 Court of California, County of Alameda, alleging violation of: (a) Labor Code sections 510 and 1198
14 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c)
15 Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197
16 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f)
17 Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802
18 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*
19 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified
20 in the Action, and denies any and all liability for the causes of action alleged.

21 2. After engaging in discovery, investigations, and negotiation, on March 18, 2025, the
22 Parties attended mediation with the mediator Monique Ngo-Bonnici, resulting in the settlement of
23 this matter via a mediator’s proposal.

24 3. In line with the settlement, on April 1, 2025, Plaintiff provided written notice to the
25 LWDA and Defendant of the specific provisions of the Labor Code he contends were violated and
26 the theories supporting his contentions.

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1 4. Plaintiff then filed a First Amended Complaint that adjusted the “class” definition and
2 added the following cause of action: violation of Labor Code section 2698, *et seq.* (PAGA)
3 (“Operative Complaint”)

4 5. The Parties conducted discovery and investigation of the facts relating to the Action.
5 Defendant produced documents relating to its policies, practices, and procedures regarding
6 reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal
7 and rest breaks, along with payroll, timekeeping, and operational policies. Plaintiff also reviewed
8 time records, pay records, and information relating to the size and scope of the Class, as well as data
9 permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods. Plaintiff also
10 located and interviewed Class Members who worked for Defendant throughout the Class Period.
11 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
12 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
13 Cal.App.4th 116, 129-130.

14 6. The Court has not granted class certification.

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

18 **C. MONETARY TERMS.**

19 1. Gross Settlement Amount. Defendant will pay \$900,000 as the Gross Settlement
20 Amount and will separately pay any and all employer payroll taxes owed on the Wage Portions of
21 the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or
22 any payroll taxes) before the deadline stated in Section D herein. The Administrator will disburse the
23 entire Gross Settlement Amount without asking or requiring Participating Class Members or
24 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement
25 Amount will revert to Defendant.

26 2. Payments from the Gross Settlement Amount. The Administrator will make and
27 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
28 Court in the Final Approval:

1 a. To Class Counsel: The Class Counsel Fees Payment of no more than \$300,000 (1/3
2 of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of
3 no more than \$30,000 to Class Counsel. Defendant will not oppose requests for these
4 payments. Plaintiff will file a motion for a Class Counsel Fees Payment and a Class
5 Litigation Expenses Payment no later than sixteen (16) court days prior to the Final
6 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class
7 Counsel Litigation Expenses Payment less than the amounts requested, the
8 Administrator will allocate the remainder to the Net Settlement Amount. The
9 Released Parties shall have no liability to Class Counsel or any other counsel arising
10 from any claim to any portion of any Class Counsel Fee Payment and/or Class
11 Counsel Litigation Expenses Payment. The Administrator may purchase an annuity
12 to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class
13 Counsel. The Administrator will pay the Class Counsel Fees Payment and Class
14 Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel
15 assumes full responsibility and liability for taxes owed on the Class Counsel Fees
16 Payment and Class Counsel Litigation Expenses Payment, holds the Released Parties
17 harmless, and indemnifies the Released Parties from any dispute or controversy
18 regarding any division or sharing of any of these payments.

19 b. To Plaintiff: The Class Representative Service Payment of no more than \$10,000 to
20 Plaintiff (in addition to any Individual Class Payment and Individual PAGA Payment
21 Plaintiff is entitled to receive). Defendant will not oppose Plaintiff's request for the
22 Class Representative Service Payment. As part of the motion for the Class Counsel
23 Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek
24 Court approval for the Class Representative Service Payment no later than sixteen
25 (16) court days prior to the Final Approval Hearing. If the Court approves a Class
26 Representative Service Payment less than the amount requested, the Administrator
27 will retain the remainder in the Net Settlement Amount. The Administrator will pay
28 the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes

1 full responsibility and liability for employee taxes owed on the Class Representative
2 Service Payment.

3 c. To the Administrator: The Administration Expenses Payment of no more than
4 \$10,000 to the Administrator. If the Administration Expenses are less or the Court
5 approves a lesser amount, the Administrator will retain the remainder in the Net
6 Settlement Amount.

7 d. To the LWDA and Aggrieved Employees: PAGA Penalties of no more than \$75,000
8 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which
9 (\$48,750) will be allocated to the LWDA PAGA Payment and thirty-five percent
10 (35%) of which (\$26,250) will be allocated to the Individual PAGA Payments.

11 (i) The Administrator will calculate each Individual PAGA Payment by: (1)
12 dividing the Aggrieved Employees' thirty-five percent (35%) share of PAGA
13 Penalties (\$26,250) by the total number of PAGA Pay Periods worked by all
14 Aggrieved Employees during the PAGA Period; and (2) multiplying the result
15 by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
16 Aggrieved Employees assume full responsibility and liability for any taxes
17 owed on their Individual PAGA Payment.

18 (ii) If the Court approves PAGA Penalties of less than the amount requested, the
19 Administrator will allocate the remainder to the Net Settlement Amount. The
20 Administrator will report the Individual PAGA Payments on IRS Form 1099.

21 e. To Participating Class Members: An Individual Class Payment is calculated by: (i)
22 dividing the Net Settlement Amount by the total number of Workweeks worked by
23 all Participating Class Members during the Class Period; and (ii) multiplying the result
24 by each Participating Class Member's Workweeks during the Class Period.

25 (i) Tax Allocation. Twenty percent (20%) of each Participating Class Member's
26 Individual Class Payment will be allocated to settlement of wage claims
27 ("Wage Portion"). The Wage Portions are subject to tax withholding and will
28 be reported on an IRS Form W-2. The remaining eighty percent (80%) of each

1 Participating Class Member's Individual Class Payment will be allocated to
2 settlement of claims for interest and penalties ("Non-Wage Portion"). The
3 Non-Wage Portions are not subject to wage withholdings and will be reported
4 on IRS Form 1099. Participating Class Members assume full responsibility
5 and liability for any employee taxes owed on their Individual Class Payment.

6 (ii) Effect of Non-Participating Class Members on Calculation of Individual Class
7 Payments. Non-Participating Class Members will not receive any Individual
8 Class Payments. The Administrator will retain amounts equal to their
9 Individual Class Payments in the Net Settlement Amount for distribution to
10 Participating Class Members on a pro rata basis.

11 **D. SETTLEMENT FUNDING AND SETTLEMENT PAYMENTS.**

12 1. Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. Based
13 on its records, Defendant estimates that at the time of mediation, there are 239 Class Members who
14 collectively worked a total of 18,226 Workweeks, and 238 Aggrieved Employees who worked a total
15 of 9,810 PAGA Pay Periods.

16 2. Funding the Gross Settlement Amount. Defendant shall fully fund the Gross
17 Settlement Amount and amounts necessary to fully pay employer's share of payroll taxes by
18 transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the
19 Effective Date.

20 3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days
21 after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for the Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
23 Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment,
24 and Individual Class Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment, and Class Representative Service Payment shall not precede
26 disbursement of Individual Class Payments and Individual PAGA Payments.

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- 1 a. The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First Class U.S.
3 Mail, postage prepaid. The face of each check shall prominently state the date (not
4 less than one hundred eighty (180) calendar days after the date of mailing) when the
5 check will be voided (“Void Date”). The Administrator will cancel all checks not
6 cashed by the Void Date. The Administrator will send checks for Individual
7 Settlement Payments and Individual PAGA Payments to all Participating Class
8 Members and Aggrieved Employees, including Non-Participating Class Members
9 who qualify as Aggrieved Employees, respectively (including those for whom the
10 Class Notice was returned undelivered). The Administrator may send Participating
11 Class Members a single check combining the Individual Class Payment and
12 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
13 will update the recipients’ mailing addresses using the NCOA.
- 14 b. The Administrator must conduct a Class Member Address Search for all other Class
15 Members whose checks are returned undelivered without USPS forwarding address.
16 Within seven (7) calendar days of receiving a returned check the Administrator must
17 re-mail checks to the USPS forwarding address provided or to an address ascertained
18 through the Class Member Address Search. The Administrator shall promptly send a
19 replacement check to any Class Member whose original check was lost or misplaced,
20 requested by the Class Member prior to the void date.
- 21 c. For any Class Member whose Individual Class Payment or Individual PAGA Payment
22 check is uncashed and canceled after the Void Date, the Administrator shall transmit
23 the funds represented by such checks to the *cy pres* recipient Legal Aid At Work.
- 24 d. The payment of Individual Class Payments and Individual PAGA Payments, as well
25 as any other payments made pursuant to this Agreement, shall not obligate Defendant
26 to confer any additional benefits or make any additional payments to Class Members
27 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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1 **E. RELEASE OF CLAIMS.**

2 Effective on the date when Defendant funds the Gross Settlement Amount and all employer's
3 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members,
4 and Class Counsel will release claims against all Released Parties as follows:

5 1. Plaintiff's Release. Plaintiff and his former and present spouses, representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the
7 Released Parties of and from all claims, transactions, or occurrences that occurred during the Class
8 Period, including, but not limited to: (a) all claims that were, or could have been, alleged based on
9 the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or could have
10 been, alleged based on facts contained in the Operative Complaint and PAGA Notice ("Plaintiff's
11 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
12 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
13 or workers' compensation benefits that arose at any time, or based on occurrences outside the Class
14 Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the
15 facts or law Plaintiff now knows or believes to be true but agrees that Plaintiff's Release shall be and
16 remain effective in all respects, notwithstanding such different or additional facts.

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

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

24 2. Release by Participating Class Members. All Participating Class Members, on behalf
25 of themselves and their former and present representatives, agents, attorneys, heirs, administrators,
26 successors, transferees, and assigns, release the Released Parties from all claims that were alleged,
27 or could have been alleged, based on the facts contained in the Operative Complaint and that occurred
28 during the Class Period. This includes: (a) failure to provide meal periods; (b) failure to provide rest

1 breaks; (c) failure to provide recovery periods; (d) failure to pay overtime wages; (e) failure to pay
2 minimum wages; (f) failure to pay timely wages; (g) failure to pay all wages due to discharged and
3 quitting employees/waiting time penalties; (h) failure to maintain required records; (i) failure to
4 furnish accurate itemized wage statements; (j) failure to indemnify employees for necessary
5 expenditures incurred in discharge of duties; and (k) violation of California's unfair competition law
6 under Business and Professions Code section 17200. Participating Class Members do not release any
7 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
8 Employment and Housing Act, unemployment insurance, disability, social security, workers'
9 compensation, or claims based on facts occurring outside the Class Period.

10 3. Release by the State of California. Plaintiff, as an agent and proxy of the State of
11 California, and State of California itself (including the LWDA) are deemed to release the Released
12 Parties from all claims for PAGA penalties based on the facts and/or theories that were alleged, or
13 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
14 PAGA Notice and that were ascertained in the course of the Action. This includes: (a) failure to
15 provide meal periods; (b) failure to provide rest breaks; (c) failure to provide recovery periods; (d)
16 failure to pay overtime wages; (e) failure to pay minimum wages; (f) failure to pay timely wages; (g)
17 failure to pay all wages due to discharged and quitting employees/waiting time penalties; (h) failure
18 to maintain required records; (i) failure to furnish accurate itemized wage statements; and (j) failure
19 to indemnify employees for necessary expenditures incurred in discharge of duties.

20 **F. MOTION FOR PRELIMINARY APPROVAL.**

21 Plaintiff will file a motion for preliminary approval ("Motion for Preliminary Approval").

22 1. Responsibilities of Counsel. Class Counsel are responsible for: (a) finalizing and
23 filing the Motion for Preliminary Approval; (b) obtaining a prompt hearing date for the Motion for
24 Preliminary Approval; (c) appearing in Court to advocate in favor of the Motion for Preliminary
25 Approval; and (d) delivering the Preliminary Approval to the Administrator.

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1 2. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions
2 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel
3 will work together on behalf of the Parties by meeting in person or by telephone or email, and in
4 good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

5 **G. SETTLEMENT ADMINISTRATION.**

6 1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
7 Administration Solutions to serve as the Administrator and verified that, as a condition of
8 appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary,
9 all duties specified in this Agreement in exchange for payment of Administration Expenses Payment.
10 The Parties and their Counsel represent that they have no interest or relationship, financial or
11 otherwise, with the Administrator other than a professional relationship arising out of prior
12 experiences administering settlements.

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

16 3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation
18 section 468B-1.

19 4. Notice to Class Members.

- 20 a. No later than twenty-one (21) calendar days after the Court grants Preliminary
21 Approval of the Settlement, Defendant will deliver the Class Data to the
22 Administrator in the form of a Microsoft Excel spreadsheet. To protect Class
23 Members' privacy rights, the Administrator must maintain the Class Data in
24 confidence, use the Class Data only for purposes of this Settlement and for no other
25 purpose, and restrict access to the Class Data to Administrator employees who need
26 access to the Class Data to effect and perform under this Agreement. Defendant has a
27 continuing duty to immediately notify Class Counsel if it discovers the Class Data
28 omitted Class Members' identifying information and to provide corrected or updated

1 Class Data as soon as reasonably feasible. Without any extension of the deadline by
2 which Defendant must send the Class Data to the Administrator, the Parties and their
3 counsel will expeditiously use their best efforts, in good faith, to reconstruct or
4 otherwise resolve any issues related to missing or omitted Class Data.

- 5 b. No later than three (3) business days after receipt of the Class Data, the Administrator
6 shall notify Class Counsel that the list has been received and state the number of Class
7 Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods therein.
- 8 c. Before mailing Class Notices, the Administrator shall update Class Member addresses
9 using the NCOA. No later than fourteen (14) calendar days after receiving the Class
10 Data, the Administrator will send to all Class Members identified in the Class Data
11 the Class Notice via First Class U.S. Mail. The first page of the Class Notice shall
12 prominently estimate the dollar amounts of any Individual Class Payment and/or
13 Individual PAGA Payment payable to the Class Member, and the number of
14 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
- 15 d. No later than three (3) business days after the Administrator's receipt of any Class
16 Notice returned by the USPS as undelivered, it shall remain the Class Notice using
17 any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search
19 and remail the Class Notice to the most current address obtained. The Administrator
20 has no obligation to make further attempts to locate or send the Class Notice to Class
21 Members whose Class Notice is returned a second time.
- 22 e. The deadlines for Class Members' written objections, challenges to Workweeks
23 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
24 fourteen (14) calendar days beyond the original Response Deadline otherwise
25 provided in the Class Notice for all Class Members whose notice is remailed. The
26 Administrator will inform the Class Member of the extended deadline with the
27 remailed Class Notice.

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1 f. If the Administrator or the Parties are contacted by or discover any persons who
2 believe that they should have been included in the Class Data and should have
3 received Class Notice, the Parties will meet and confer in person or by telephone or
4 email, and in good faith, to agree on whether to include them as Class Members. If
5 the Parties agree, such persons will be Class Members entitled to the same rights as
6 other Class Members, and the Administrator will send, via email or overnight
7 delivery, a Class Notice requiring them to exercise options under this Agreement no
8 later than fourteen (14) calendar days after receipt of Class Notice or deadline dates
9 in the Class Notice, whichever date is later.

10 5. Requests for Exclusion.

- 11 a. Class Members who wish to exclude themselves from the Class Settlement must send
12 the Administrator by fax, email, or mail a signed written Request for Exclusion no
13 later than the Response Deadline.
- 14 b. A Request for Exclusion is a letter from a Class Member or his/her representative that
15 reasonably communicates the Class Member's election to be excluded from the
16 Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii)
17 email address or telephone number; and (iv) simple statement electing to be excluded
18 from the Settlement.
- 19 c. The Administrator may not reject a Request for Exclusion as invalid because it fails
20 to contain all the information specified in the Class Notice. The Administrator shall
21 accept any Request for Exclusion as valid if the Administrator can reasonably
22 ascertain the identity of the person as a Class Member and the Class Member's desire
23 to be excluded. The Administrator's determination shall be final and not appealable
24 or susceptible to challenge. If the Administrator has reason to question the authenticity
25 of a Request for Exclusion, the Administrator may demand additional proof of the
26 Class Member's identity. The Administrator's determination of authenticity shall be
27 final and not appealable or susceptible to challenge.

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- 1 d. Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under this Agreement, entitled to all
3 benefits, and bound by all terms and conditions of the Settlement, including the
4 Released Class Claims under Section E.2 of this Agreement, regardless of whether
5 the Participating Class Member receives the Class Notice or objects to the Settlement.
- 6 e. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
7 Participating Class Member and shall not receive an Individual Class Payment or have
8 the right to object to the class action components of the Settlement. Because future
9 PAGA claims are subject to claim preclusion upon entry of the Judgment, the State of
10 California releases all claims identified in Section E.3 of this Agreement and may not
11 bring such claims in the future, nor can anyone bring any of the claims released
12 pursuant to Section E.3 of this Agreement in the future as agent and proxy of the State
13 of California.

14 6. Challenges to the Workweeks and/or PAGA Pay Periods.

- 15 a. Each Class Member has until the Response Deadline to challenge the number of
16 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member.
- 17 b. The Class Member may challenge the number of workweeks and/or PAGA Pay
18 Periods by communicating with the Administrator via fax, email, or mail. The
19 Administrator must encourage the Class Member to submit supporting evidence. In
20 the absence of any contrary evidence, the Administrator is entitled to presume that the
21 Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct if
22 they are consistent with the Class Data. The Administrator's determination of each
23 Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final
24 and not appealable or susceptible to challenge.
- 25 c. The Administrator shall promptly provide copies of all challenges to calculation of
26 Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along
27 with its determination of the challenges.

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- 1 7. Objections to the Settlement.
- 2 a. A Participating Class Member who elects to send a written objection to the
- 3 Administrator must do so no later than the Response Deadline.
- 4 b. Participating Class Members may send signed written objections to the Administrator
- 5 by fax, email, or mail. The written objection must: (i) indicate what the Class Member
- 6 is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact(s)
- 7 that support the objection; and (iv) include the Class Member's full name, present
- 8 address, and email address or telephone number. Alternatively, Participating Class
- 9 Members may appear in Court (or hire an attorney to appear in Court) to present verbal
- 10 objections at the Final Approval Hearing.
- 11 c. Only Participating Class Members may object to the class action components of the
- 12 Settlement, including contesting the fairness of the Agreement and/or amounts
- 13 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
- 14 Payment, and/or Class Representative Service Payment.
- 15 8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks
- 16 to be performed or observed by the Administrator contained in this Agreement.
- 17 a. Website, Email Address, and Toll-Free Number. The Administrator will establish,
- 18 maintain, and use a website to post information of interest to Class Members. This
- 19 information includes the date, time, and location for the Final Approval Hearing and
- 20 copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary
- 21 Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees
- 22 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
- 23 Payment, Final Approval, and Judgment. The Administrator will maintain and monitor
- 24 an email address and toll-free telephone number to receive calls, faxes, and emails from
- 25 the Class Members.
- 26 b. Requests for Exclusion. The Administrator will promptly review the Requests for
- 27 Exclusion on a rolling basis to ascertain their validity.

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- 1 c. Weekly Reports. On a weekly basis, the Administrator must provide written reports to the
2 Parties' counsel that tally the number of: (i) Class Notices mailed or re-mailed; (ii) Class
3 Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid)
4 received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay
5 Periods received and/or resolved ("Weekly Report"). The Weekly Reports will include
6 the Administrator's assessment of the validity of Requests for Exclusion.
- 7 d. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to
8 address and make final decisions consistent with the terms of this Agreement on all Class
9 Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
10 Administrator's decision shall be final and not appealable or susceptible to challenge.
- 11 e. Administrator's Declaration. No later than sixteen (16) court days before the date by
12 which Plaintiff is required to file the Motion for Final Approval, the Administrator will
13 provide Class Counsel and Defense Counsel a signed declaration suitable for filing in
14 Court attesting to its due diligence and compliance with all its obligations under this
15 Agreement. This includes: (i) the mailing of Class Notice; (ii) Class Notices returned as
16 undelivered; (iii) re-mailing of Class Notices; (iv) attempts to locate Class Members; (v)
17 total number of Requests for Exclusion from Settlement it received (both valid and
18 invalid); (vi) total number of written objections it received. The Administrator will
19 supplement its declaration as needed or requested by the Parties and/or Court. Class
20 Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 21 f. Final Report by Settlement Administrator. Within ten (10) calendar days after the
22 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
23 provide Class Counsel and Defense Counsel with a final report detailing its disbursements
24 by employee identification number only of all payments made under this Agreement. At
25 least fifteen (15) calendar days before any deadline set by the Court, the Administrator
26 will provide the Parties' counsel a signed declaration suitable for filing in Court attesting
27 to its disbursement of all payments required under this Agreement. Class Counsel is
28 responsible for filing the Administrator's declaration in Court.

1 **H. ESCALATOR CLAUSE.**

2 If it is determined that the number of Workweeks from March 24, 2020, through March 3,
3 2025 exceeds ten percent (10%) or more of 18,226 Workweeks (*i.e.*, more than 20,049 Workweeks),
4 Defendant agrees to either: (1) increase the Gross Settlement Amount proportional to the number of
5 Workweeks worked in excess of 20,049 Workweeks (*i.e.*, if the number of Workweeks increases by
6 11%, then the Gross Settlement Amount will increase by 1%); or (2) end the Class Period and PAGA
7 Period to such date that the total number of Workweeks is equal to 20,049 Workweeks.

8 **I. DEFENDANT’S RIGHT TO WITHDRAW.**

9 If the number of valid Requests for Exclusion identified by the Administrator exceeds ten
10 percent (10%) of the total of all Class Members, Defendant may, but is not obligated, elect to
11 withdraw from the Settlement. The Parties agree if Defendant withdraws, the Settlement shall be
12 void ab initio, have no force or effect whatsoever and that neither Party will have any further
13 obligation to perform under this. Defendant must exercise this right within fourteen (14) calendar
14 days after the Administrator notifies the Parties of the number of Requests for Exclusions received,
15 which the Administrator will do within ten (10) calendar days after the Response Deadline. If
16 Defendant exercises the right to rescind, it will be responsible for the costs of administration of the
17 Settlement incurred through that time. A late election will have no effect.

18 **J. MOTION FOR FINAL APPROVAL.**

19 No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff
20 will file a motion for final approval of the Settlement that includes a request for approval of the
21 PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and
22 Judgment (“Motion for Final Approval”).

23 1. Response to Objections. Each Party retains the right to respond to any objection raised
24 by a Participating Class Member, including the right to file responsive documents in Court no later
25 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court.

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1 2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement, the Parties will expeditiously work together in
3 good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
4 Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees
5 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or
6 Administration Expenses Payment shall not constitute a material modification to the Agreement
7 within the meaning of this paragraph. Should the Court decline to approve all material aspects of the
8 Settlement Agreement, the Settlement Agreement will be null and void, and the Parties will have no
9 further obligations under it.

10 3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
11 the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a)
12 enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c)
13 addressing such post-Judgment matters.

14 4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
15 conditions of this Agreement, including the Class Counsel Fees Payment and Class Counsel
16 Litigation Expenses Payment as set forth in this Settlement, the Parties, their counsel, and
17 Participating Class Members who did not object to the Settlement waive all rights to appeal from the
18 Judgment, including all rights to post-judgment and appellate proceedings and the right to file
19 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
20 appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an
21 objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be
22 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except
23 as to matters that do not affect the amount of the Net Settlement Amount.

24 5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement, this Agreement shall be null and void. The Parties shall
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain
28 Final Approval and entry of Judgment, sharing on a 50-50 basis any additional settlement

1 administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse,
2 or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment, and/or Class Representative Service Payment shall not constitute a material modification
4 of the Judgment within the meaning of this paragraph.

5 **K. AMENDED JUDGMENT.**

6 If any amended judgment is required under Code of Civil Procedure section 384, the Parties
7 will work together in good faith to jointly submit an amended judgment.

8 **L. ADDITIONAL PROVISIONS.**

9 1. No Admission of Liability, Class Certification, or Representative Manageability for
10 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
12 of the allegations in the Action have merit or that Defendant has any liability for any claims asserted.
13 This Agreement is also not an admission by Plaintiff that the defenses in the Action have merit. The
14 Parties agree to stipulate to class action certification for purposes of settlement purposes only. If the
15 Court does not grant Preliminary Approval, Final Approval or enter Judgment, the stipulation to
16 certification will be void, Defendant reserves the right to contest certification of any class for any
17 reasons, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves
18 the right to move for class certification on any grounds available and to contest Defendant's defenses.
19 The Parties further agree that certification for purposes of the Settlement is not an admission that
20 class action certification is proper under the standards applied to contested certification motions and
21 that this Agreement will not be admissible in this or any other proceeding as evidence either that a
22 class action should be certified or that Defendant is liable to Plaintiff or any Class Member. The
23 Settlement and the Parties' willingness to settle the Action will have no bearing on, and will not be
24 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
25 Settlement and this Agreement).

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1 2. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary
2 Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that
3 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
4 person to disclose, disseminate or publicize, any of the terms of the Agreement, directly or indirectly,
5 to any person, corporation, association, government agency, or other entity except: (a) to the Parties'
6 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
7 confidential; (b) counsel in a related matter; (c) to the extent necessary to report income to appropriate
8 taxing authorities; (d) in response to a court order or subpoena; or (d) in response to an inquiry or
9 subpoena issued by a state or federal government agency. Each Party agrees to immediately notify
10 each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. This
11 paragraph does not restrict Class Counsel's communications with Class Members in accordance with
12 Class Counsel's ethical obligations owed to Class Members.

13 3. Use and Return of Class Data. Information provided to Class Counsel pursuant to
14 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
15 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
16 connection with the Settlement, may be used only with respect to this Settlement, and no other
17 purpose, and may not be used in any way that violates any existing contractual agreement, statute, or
18 rule of court. No later than ninety (90) calendar days after the date when the Court discharges the
19 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
20 funds, Plaintiff and the Administrator shall destroy, all paper and electronic versions of Class Data
21 received from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
22 Defendant makes a written request to Class Counsel for the return, rather than the destruction of
23 Class Data. Plaintiff and Administrator shall provide written certification to Defendant confirming
24 destruction of information pursuant to the paragraph.

25 4. Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
2 the existence and contents of this Agreement. Pursuant to Civil Code section 1633.7, subdivision
3 (d), the Parties agree that electronic signatures are satisfactory for purposes of this Agreement.

4 5. Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Agreement, submitting supplemental evidence, and supplementing points and authorities as
7 requested by the Court. If the Parties are unable to agree upon the form or content of any document
8 necessary to implement the Settlement, or on any modification of the Agreement that may become
9 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or Court.

10 6. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe that
11 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, considering all
13 relevant factors, present and potential. The Parties acknowledge that they are each represented by
14 competent counsel and that they have had an opportunity to consult with their counsel regarding the
15 fairness and reasonableness of this Settlement.

16 7. Binding Agreement. The Parties warrant that they understand and have full authority
17 to enter this Agreement and further intend that this Agreement will be fully enforceable and binding
18 on all Parties. The Parties also agree that this Agreement will be admissible and subject to disclosure
19 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
20 otherwise might apply under federal or state law.

21 8. Attorney Authorization. Class Counsel and Defense Counsel warrant and represent
22 that they are authorized by Plaintiff and Defendant to take all appropriate action required or permitted
23 to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any
24 other documents reasonably required to effectuate the terms of this Agreement, including any
25 amendments to this Agreement.

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1 9. No Prior Assignments. The Parties represent and warrant that they have not directly
2 or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
3 person or entity any portion of any liability, claim, demand, action, cause of action, or right released
4 and discharged by such Party in this Settlement and/or Agreement.

5 10. No Solicitation. The Parties and their counsel agree not to solicit any Class Member
6 to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall
7 be construed to restrict Class Counsel's ability to communicate with Class Members in accordance
8 with Class Counsel's ethical obligations owed to Class Members.

9 11. Integrated Agreement. Upon execution by all Parties and their counsel, this
10 Agreement and its exhibits shall constitute the entire agreement between the Parties relating to the
11 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made
12 to or by any Party.

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

16 13. Invalidity of Any Provision. Before declaring any provision of this Agreement
17 invalid, the Court will first attempt to construe the provision as valid possible consistent with
18 applicable precedents to define all provisions of this Agreement valid and enforceable.

19 14. No Public Comment. The Parties and their counsel agree that they will not issue any
20 press releases, initiate any contact with the press, respond to any press inquiry, or have any
21 communication with the press about the fact, amount, or terms of the Agreement.

22 15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
24 was the drafter or participated in the drafting.

25 16. Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties or their
27 representatives and approved by the Court.

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1 17. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the State of California without regard
3 to conflict of law principles.

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

6 19. All Terms Subject to Final Court Approval. All amounts and procedures described in
7 this Agreement herein will be subject to final Court approval.

8 20. Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 21. Notice. All notices, demands or communications between the Parties in connection
11 with this Agreement will be in writing and deemed to have been duly given as of the third (3rd)
12 business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

13 To Plaintiff:

14 Douglas Han
15 Shunt Tatavos-Gharajeh
16 Jamie Nguyen
17 **Justice Law Corporation**
18 751 North Fair Oaks Avenue, Suite 101
19 Pasadena, California 91103
20 (Tel) (818) 230-7502
21 (Fax) (818) 230-7259
22 dhan@JusticeLawCorp.com
23 statavos@JusticeLawCorp.com
24 jnguyen@JusticeLawCorp.com

To Defendant:

 Victor T. Xu
 Boris Sorsher
 Celine S. Ko
 Fisher & Phillips LLP
 2050 Main Street Suite 1000
 Irvine, California 92614
 (Tel) (949) 798-2112
 vxu@fisherphillips.com
 bsorsher@fisherphillips.com
 cko@fisherphillips.com

25 22. Stay of Litigation. Upon the execution of this Agreement, the Parties agree that the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil
27 Procedure section 583.330, upon the signing of this Agreement, the Parties further agree to extend
28 the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period
of this settlement process.

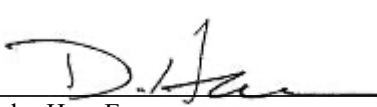
1 Dated: 06/23/2025

Galen Fair

2
3 By: 

4 Dated: 06/23/25

Justice Law Corporation [Approving as to Form Only]

6 By: 
7 Douglas Han, Esq.
8 Shunt Tatavos-Gharajeh, Esq.
9 Jamie Nguyen, Esq.
Attorneys for Plaintiff

10 Dated: _____

Pyro-Comm Systems, Inc.

12 By: _____
13 On behalf of Pyro-Comm Systems, Inc.

14 Dated: _____

Fisher & Phillips LLP [Approving as to Form Only]

16 By: _____
17 Victor T. Xu, Esq.
18 Boris Sorsher, Esq.
19 Celine S. Ko, Esq.
Attorneys for Defendant

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Dated: _____

Galen Fair

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Jamie Nguyen, Esq.
Attorneys for Plaintiff

Dated: June 24, 2025

Pyro-Comm Systems, Inc.

By:  _____
Michael Robinson (Jun 24, 2025 12:48 EDT)

On behalf of Pyro-Comm Systems, Inc.

Dated: June 24, 2025

Fisher & Phillips LLP [Approving as to Form Only]

By:  _____

Victor T. Xu, Esq.
Boris Sorsher, Esq.
Celine S. Ko, Esq.
Attorneys for Defendant

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Galen Fair v. Pyro-Comm Systems, Inc. (Case No. 24CV077178)

The Superior Court of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Pyro-Comm Systems, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Galen Fair (“Plaintiff”), a former employee of Defendant. The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from March 24, 2020, through [REDACTED] who were not subject to an arbitration agreement (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from March 24, 2023, through [REDACTED] (“Aggrieved Employees” and “PAGA Period”).

The settlement has two main parts: (1) Class Settlement requiring Defendant to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendant to fund Individual PAGA Payments.

Based on Defendant’s records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendant’s records showing that you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date.

Read this Class Notice carefully. The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the settlement and to be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion or notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendant won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).
You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement The Opt Out Deadline is [REDACTED]	If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class

	Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Jamie Nguyen of Justice Law Corporation.

Defendant vehemently denies Plaintiff's allegations in the Action and denies violating any laws or failing to pay any wages and premiums, provide compliant wage statements, and reimburse business expenses. Defendant contends that it complied with all applicable laws at all relevant times.

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

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. Defendant denies all of Plaintiff's allegations. The Parties hired an experienced, neutral mediator to resolve the Action by helping to negotiate a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to Final Approval.

The Court preliminarily approved the Settlement, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendant Will Pay \$900,000 as the Gross Settlement Amount. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, Individual Class Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

- a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.
 - b. “Effective Date” means the date by which both of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff 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. Up to \$300,000 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$30,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only money Plaintiff will receive other than the Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$10,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$75,000 for PAGA Penalties, sixty-five percent (65%) of which (\$48,750) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$26,250) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments 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 received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Uncashed Checks. The face of each check shall state that checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator shall transmit the funds represented by uncashed checks to the *cy pres* recipient Legal Aid At Work. If your uncashed funds are transmitted to the *cy pres* recipient Legal Aid At Work, you will have no means to retrieve your uncashed funds.
6. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
7. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration Solutions (“Administrator”) to send this Class Notice, calculate and make payments, and process Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX of this Class Notice.

10. Release by Participating Class Members. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Agreement. The Participating Class Members will be bound by the following release:

- a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period. This includes: (i) failure to provide meal periods; (ii) failure to provide rest breaks; (iii) failure to provide recovery periods; (iv) failure to pay overtime wages; (v) failure to pay minimum wages; (vi) failure to pay timely wages; (vii) failure to pay all wages due to discharged and quitting employees/waiting time penalties; (viii) failure to maintain required records; (ix) failure to furnish accurate itemized wage statements; (x) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (xi) violation of California's unfair competition law under Business and Professions Code section 17200. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

11. Release by the State of California. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California (including the LWDA) will be legally barred from asserting PAGA claims against the Released Parties. Consistent with this release, no one may assert PAGA claims as agent and proxy of the State of California against the Released Parties. The State of California will be bound by the following release:

- a. Plaintiff, as an agent and proxy of the State of California, and State of California itself (including the LWDA) are deemed to release the Released Parties from all claims for PAGA penalties based on the facts and/or theories that were alleged, or could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice and that were ascertained in the course of the Action. This includes: (i) failure to provide meal periods; (ii) failure to provide rest breaks; (iii) failure to provide recovery periods; (iv) failure to pay overtime wages; (v) failure to pay minimum wages; (vi) failure to pay timely wages; (vii) failure to pay all wages due to discharged and quitting employees/waiting time penalties; (viii) failure to maintain required records; (ix) failure to furnish accurate itemized wage statements; and (x) failure to indemnify employees for necessary expenditures incurred in discharge of duties.

12. Released Parties. The Released Parties include Defendant and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the Released Claims.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$26,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during PAGA Period.
3. Workweek / Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records validating contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via First Class U.S. Mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, via First Class U.S. Mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.**

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Galen Fair v. Pyro-Comm Systems, Inc.* (Case No. 24CV077178), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Galen Fair v. Pyro-Comm Systems, Inc.* (Case No. 24CV077178) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney 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 VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 21 of the Alameda County Superior Court located at 1225 Fallon Street, Oakland, California 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The pleadings and other records in this litigation may be examined online on the Court's website at <https://portal.alameda.courts.ca.gov/?q=node/388>. After arriving at the website, click the "Case Number Search" link, create an account, enter 24CV077178 as the case number, confirm you're not a Robot, and click "SEARCH." Images of every document filed in the case may be viewed through the "Document Download" button at the top right of the page at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

For more detailed information, you may refer to the underlying documents and papers on file with the Court at the Alameda County Administrative Building located at 1221 Oak Street, Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

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

Class Counsel:

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dhan@JusticeLawCorp.com
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jnguyen@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the Void Date on the face of the original check. If your check is already void, you will have no means to retrieve it.

XI. WHAT IF I CHANGE MY ADDRESS?

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

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On June 25, 2025, I served the foregoing document described as

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Galen Fair v. Pyro-Comm Systems, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1089593-25**
Court Case No.: 24CV077178
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on June 25, 2025, at Pasadena, California.



Christina Castro