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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA
13

14 ALFREDO GARCIA, individually and on behalf
of others similarly situated; APOLONIO PICENO
15 PEREZ, individually and on behalf of others
similarly situated; and ROSALIE ARCE,
16 individually and on behalf of others similarly
situated,

17 Plaintiffs,

18 v.

19 UNIVERSAL BUILDING SERVICES AND
20 SUPPLY CO., a California corporation; GRACE
BRUSSEAU, an individual; LEONARD
21 BRUSSEAU, an individual; and DOES 1 to 20,
inclusive,

22 Defendants.
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Case No. RG17887036

ASSIGNED FOR ALL PURPOSES TO
JUDGE HON. EVELIO GRILLO, DEPT. 21

**PLAINTIFFS ALFREDO GARCIA,
APOLONIO PICENO PEREZ, AND
ROSALIA ARCE, AND DEFENDANTS
UNIVERSAL BUILDING SERVICES
AND SUPPLY CO., GRACE BRUSSEAU,
AND LEONARD BRUSSEAU'S
SECOND AMENDED JOINT
STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA CLAIMS**

Trial Date: June 12, 2023
Complaint Filed: December 22, 2017

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10 Attorneys for Defendants
UNIVERSAL BUILDING SERVICES AND SUPPLY
11 CO., GRACE BRUSSEAU, AND LEONARD
BRUSSEAU
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1 This Amended Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into by
3 and between (a) Alfredo Garcia, Apolonio Piceno Perez (by and through his successor-in-interest,
4 Maria Guadalupe Piceno), and Rosalia Arce (hereinafter referred to as “Class Representatives” or
5 “Plaintiffs”), and on behalf of the Class and Aggrieved Employees (as defined below), and (b)
6 Defendants Universal Building Services and Supply Co. (“UBS”), Grace Brusseau, and Leonard
7 Brusseau (“Defendants”) (Plaintiffs and Defendants hereinafter collectively referred to as the
8 “Parties”).

9 THE PARTIES STIPULATE AND AGREE as follows:

10 DEFINITIONS

11 1. “**Action**” shall mean the action entitled *Alfredo Garcia, Apolonio Piceno Perez, and*
12 *Rosalia Arce v. Universal Building Services and Supply Co., Grace Brusseau, and Leonard Brusseau,*
13 Superior Court of California, Alameda County Case No. RG17887036.

14 2. “**Class Counsel**” shall mean Virginia Villegas, The Villegas Law Firm, APC; and Ike
15 M. Kaludi, California Trial Law Group, PC.

16 3. “**Class Members**” shall mean all current and former non-exempt employees of
17 Defendants who worked in California at any time from December 22, 2013, through the date
18 Preliminary Approval is granted, or a sooner date per the procedure set forth in Paragraph 74 below,
19 at Defendants’ option.

20 4. “**Class Period**” shall mean December 22, 2013, through the date Preliminary Approval
21 is granted, or a sooner date per the procedure set forth in Paragraph 74 below, at Defendants’ option.

22 5. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 62(a)-(d)
23 below.

24 6. “**Class Representatives**” or “**Plaintiffs**” shall mean Plaintiffs Alfredo Garcia,
25 Apolonio Piceno Perez¹, and Rosalia Arce.

26
27 ¹ Plaintiff Apolonio Piceno Perez passed away on July 9, 2022. The Parties agree Plaintiffs will file an
28 unopposed motion or *ex parte* application for an order substituting the decedent's representative or successor in
interest pursuant to California Code of Civil Procedure (“CCP”) § 377.31, which will be heard prior to the
motion for preliminary approval of the Settlement. Mr. Perez’s successor in interest (person entitled to inherit

1 7. **“Court”** shall mean the Superior Court of the State of California for the County of
2 Alameda.

3 8. **“Court’s Final Order and Judgment”** means the Final Order Approving Class Action
4 and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the
5 Court.

6 9. **“Defendants’ Counsel”** shall mean Alan S. Levins, Luis E. Lorenzana and William A.
7 Cosmopulos of Littler Mendelson, P.C.

8 10. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 38, below.

9 11. **“Final Approval Hearing”** shall mean the hearing where the Court shall consider,
10 without limitations, any timely objections to the Settlement from Settlement Class Members,
11 testimony from the Parties or their counsel, declarations regarding the claims process from the
12 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
13 Settlement as set forth herein.

14 12. **“Gross Settlement Amount”** shall refer to Three Million Five Hundred-Fifty
15 Thousand Dollars and Zero Cents (\$3,550,000.00), which is the maximum amount that Defendants
16 will pay pursuant to this Settlement unless Defendants exercise their option as described in Paragraph
17 74, excluding the corporate Defendant’s share of payroll taxes, which shall be paid by Defendants
18 separately and in addition to the Gross Settlement Amount.

19 13. **“Incentive Award”** shall mean the payment made to Plaintiffs in their capacity as a
20 Class Representatives, which sum is over and above Plaintiffs’ Individual Settlement Payments.

21 14. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount
22 payable to a Settlement Class Member.

23 15. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 42,
24 below.

25 16. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of Class
26 Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

27 _____
28 claim) who seeks to be substituted as plaintiff in place of the decedent must execute and file a declaration in
statutory form. *See* CCP § 377.32.

1 17. **“Operative Complaint”** shall mean the First Amended Class and Representative
2 Action Complaint for (1) failure to provide meal periods or pay premiums in lieu thereof at the regular
3 rate (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order [IWC Wage Order 5-
4 2001]); (2) failure to provide rest periods or pay premiums in lieu thereof at the regular rate (Violation
5 of Labor Code § 226.7, and the applicable Wage Order [IWC Wage Order 5-2001]); (3) failure to
6 furnish timely wages (Violation of Labor Code § 204); (3) failure to pay minimum wage and wages
7 for all hours worked; (Violations of Labor Code §§ 200; 218.5, 218.6, 1194, 1194.2; 1197, and
8 1197.1); (4) failure to pay and/or accurately calculate wages, overtime wages, and double time wages
9 (Violations of Labor Code §§ 218.5, 218.6, 510, 1194; and the applicable Wage Order [IWC Wage
10 Order 5-2001]); (5) failure to reimburse for business expenses (Violation of Labor Code §§ 221, 2800
11 and 2802 and the applicable Wage Order [IWC Wage Order 5-2001]); (6) failure to timely pay wages
12 during and upon termination of employment (*i.e.* waiting time penalties) (Violation of Labor Code §§
13 201, 202, 203, 218.5 and 218.6); (7) failure to furnish accurate wage statements, and keep payroll
14 records (Violation of Labor Code § 226); (8) failure to keep accurate time and payroll records
15 (Violation of Labor Code §§ 1174, 1174.5 and the applicable Wage Order [IWC Wage Order 5-2001]);
16 (9) any and all individual liability against any employer or other person acting on behalf of an
17 employer (Violation of Labor Code §§ 558.1); (10) violation of California’s Unfair Competition Law
18 based upon the alleged Labor Code violations (Violation of Business & Professions Code § 17200 *et*
19 *seq.*; Labor Code § 90.5); and (11) Violation of the California Private Attorneys General Act of 2004
20 (Labor Code § 2698, *et seq.*) predicated on the same or similar facts and/or claims alleged in the Action
21 and/or any PAGA letter sent to the State of California Labor and Workforce Development Agency
22 (“LWDA”) by Plaintiffs during or prior to the Action, as well as any claims that could have been
23 pled under the California Labor Code and California Industrial Welfare Commission Wage Orders.

24 18. **“PAGA”** shall mean the California Labor Code Private Attorneys General Act, Labor
25 Code §§ 2698 *et seq.*

26 19. **“PAGA Employees”** or **“Aggrieved Employees”** shall mean all persons who are Class
27 Members who were employed at any time during the PAGA Period..

28 20. **“PAGA Employee Payments”** means the payment issued to each PAGA Employee

1 for his/her/their share of the PAGA Payment.

2 21. **“PAGA Letter”** shall mean the amended PAGA letter Plaintiffs sent to the LWDA on
3 or about October 24, 2022, to include claims for PAGA penalties based on all claims alleged or related
4 to the claims in the Operative Complaint.

5 22. **“PAGA Payment”** means the payment to the State of California Labor and Workforce
6 Development Agency (“LWDA”) and the PAGA Employees in settlement of all claims for PAGA
7 penalties.

8 23. **“PAGA Period”** shall mean August 19, 2021, through the date the Court grants
9 preliminary approval of this Settlement or a sooner date per the procedure set forth in Paragraph 74
10 below, at Defendants’ option.

11 24. **“Parties”** shall refer to the Plaintiffs and Defendants, each of whom is a “Party.”

12 25. **“Released Parties”** collectively shall encompass Defendants and any of their past,
13 present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as
14 well as each of its past, present and future officers, directors, employees, partners, members,
15 shareholders and agents, attorneys, insurers, reinsurers, and any individual, including but not limited
16 to Grace Brusseau, and Leonard Brusseau, or entity which could be jointly liable with Defendants.

17 26. **“Settlement Administrator”** shall mean Simpluris, Inc.

18 27. **“Settlement Class Members”** shall mean the individual Class Members who did not
19 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 55.

20 **RECITALS**

21 28. In the Action, Plaintiffs alleged causes of action for: (1) failure to provide meal periods
22 or pay premiums in lieu thereof at the regular rate; (2) failure to provide rest periods or pay premiums
23 in lieu thereof at the regular rate; (3) failure to furnish timely wages; (4) failure to pay minimum wage
24 and wages for all hours worked; (5) failure to pay and/or accurately calculate wages, overtime wages,
25 and double time wages; (6) failure to reimburse for business expenses; (7) failure to timely pay wages
26 during and upon termination of employment (*i.e.* waiting time penalties); (8) failure to furnish accurate
27 wage statements, and keep payroll records; (9) failure to keep accurate time and payroll records; (10)
28 violation of California’s Unfair Competition Law based upon the alleged Labor Code violations; and

(11) Violation of the California Private Attorneys General Act of 2004. Plaintiffs alleged individual liability against individual defendants as well.

29. Following exchange and extensive review of relevant documents and class data, on September 14, 2019, the Parties engaged in a full-day mediation with experienced wage and hour class action mediator the Honorable Rebecca Westerfield. The mediation was unsuccessful and the Parties continued to engage in extensive formal discovery, including the exchange of thousands of pages of class wide data and documents, Plaintiffs' depositions and numerous depositions of UBS's supervisors and operations managers. On June 28, 2022, the Parties engaged in a second mediation with T. Warren Jackson, Esq., which did not result in a settlement but did bring the Parties closer to a resolution. After additional post-mediation informal negotiations, the Parties reached a settlement in principle on August 19, 2022.

30. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

31. It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the allegations of this Action.

32. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in Paragraphs 62 and 63 below) against all Released Parties.

33. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 38, below.

34. Class Counsel have conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and taking numerous depositions of key UBS employees, and have diligently pursued an investigation of the Class Members' claims against Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of the class not being certified, and the defenses asserted by Defendants. Defendants and Defendants'

1 Counsel also agree that the Settlement is in the best interests of the Class Members. Counsel for the
2 Parties further agree that the Settlement is fair, reasonable, and adequate with respect to civil penalties
3 sought pursuant to PAGA.

4 35. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

6 **TERMS OF SETTLEMENT**

7 36. In consideration of the mutual covenants, promises and agreements set forth herein, the
8 Parties agree, subject to the Court's approval, to the terms herein.

9 37. It is agreed by and between Plaintiffs and Defendants that this Action and any claims,
10 demands, liabilities, penalties, damages or causes of action of any kind whatsoever against Defendants
11 claimed by Plaintiffs on behalf of themselves, the Class Members, and/or the PAGA Employees
12 arising out of the disputes which are the subject of this Action, be settled and compromised, subject to
13 the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

14 38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
15 become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation
16 of Settlement has been executed by Plaintiffs, Defendants, Class Counsel and Defendants' Counsel;
17 (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the
18 Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt
19 out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal
20 fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following
21 events: (A) five (5) calendar days after the period for filing any appeal, writ or other appellate
22 proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding
23 having been filed (*i.e.*, sixty-five (65) days from the date the court grants final approval); (B) five (5)
24 business days after any appeal, writ or other appellate proceeding opposing the Settlement has been
25 dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) five (5)
26 business days after any appeal, writ or other appellate proceeding has upheld the Court's Final Order
27 and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the
28 Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement

1 of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto
2 shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of
3 any of the Parties.

4 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendants
5 agree to pay a maximum total payment of Three Million Five Hundred-Fifty Thousand Dollars and
6 Zero Cents (\$3,550,000.00), which includes payments to Settlement Class Members (excluding any
7 appropriate and lawfully required employer-side payroll taxes owed by corporate Defendant UBS on
8 such payments which UBS shall be separately responsible for apart from the Gross Settlement
9 Amount), Incentive Awards to the Class Representatives, the PAGA Payment, the Settlement
10 Administrator's fees and costs, approved Class Counsel's fees and litigation costs, and any other
11 payments provided by this Settlement. Except as otherwise specified herein, Defendants shall not be
12 required to pay any additional monies beyond the amount of the Gross Settlement Amount plus the
13 employer-side payroll taxes. Further, no portion of the Gross Settlement Amount shall revert to
14 Defendants, and any amount of the Gross Settlement Amount not required to pay the above-referenced
15 amounts shall be paid to the Settlement Class Members on a pro rata basis according to the formula
16 contained herein.

17 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
18 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section 468(B)(g)
19 of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax
20 regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator"
21 of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As
22 such, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related
23 expenses arising from any income tax return or other reporting document that may be required by the
24 Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement
25 Amount, except the corporate Defendant's share of the employer payroll taxes.

26 41. Funding of Settlement Amount: Within thirty (30) calendar days after the Effective
27 Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross
28 Settlement Amount plus UBS's share of payroll taxes. The delivery of the Gross Settlement Amount

1 and UBS's share of payroll taxes to the Settlement Administrator shall constitute full and complete
2 discharge of the entire obligation of Defendants under this Settlement. Once Defendants have made
3 such payments, Defendants will be deemed to have satisfied all terms and conditions under this
4 Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall
5 have no further obligations under the terms of the Settlement regardless of what occurs with respect
6 to those sums.

7 42. Allocation of the Gross Settlement Amount: Subject to Court approval and the
8 conditions specified in this Agreement, and in consideration of the mutual covenants and promises set
9 forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class
10 Counsel's fees and expenses; (2) the Plaintiffs' Incentive Awards; (3) the Settlement Administrator's
11 costs; (4) the PAGA Payment (including both the PAGA Payment to the LWDA and the PAGA
12 Employee Payments); and (5) the Net Settlement Amount. After the deduction of the amounts
13 approved for the Incentive Awards to the Class Representatives, the PAGA Payment, the Settlement
14 Administrator's costs, Class Counsel's fees and expenses, the remainder shall be referred to as the Net
15 Settlement Amount.

16 Settlement Class Members will receive a share of the Net Settlement Amount. The Parties
17 agree that twenty percent (20%) of the Net Settlement Amount distributed to each Settlement Class
18 Member will be considered wages and will be reported as such to each Settlement Class Member on
19 an IRS Form W-2. The Parties agree that sixty percent (60%) of the Net Settlement Amount distributed
20 to each Settlement Class Member will be considered penalties, and twenty percent (20%) of the Net
21 Settlement Amount distributed to each Settlement Class Member will be considered interest and will
22 be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The
23 foregoing tax allocation shall not apply to the Incentive Awards paid to Plaintiffs as the Plaintiffs will
24 receive a 1099 for the total sum of the Incentive Award. The Parties further agree that the PAGA
25 payment distributed to each PAGA Member will be treated entirely as civil penalties and will be
26 reported as such to each PAGA Member on an IRS Form 1099 misc., if applicable.

- 27 a. The Net Settlement Amount shall be divided among the Settlement Class Members on
28 a pro-rata basis, based upon the following:

- i. Each Settlement Class Member's workweeks worked count, which shall be the sum of the total number of workweeks the Settlement Class Member worked during the Class Period;
- ii. Divided by the combined sum of all Settlement Class Members' workweeks worked count; and,
- iii. Multiplied by the value of the Net Settlement Amount.
- b. The Parties agree that if any Settlement Class Member disputes the basis for determining their share of the Settlement, Defendants' records shall presumptively control unless the Settlement Class Member can produce documentation evidence of other workweeks worked during the Class Period. The Parties further agree that any dispute that cannot be resolved by Class Counsel and Defendants' counsel may be brought before the Court before final approval of the Class Settlement.
- c. To the extent that amounts in Paragraphs 46 and 47 below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.
- d. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment.
- e. A Class Member must cash his/her/their Individual Settlement Payment check within 180 calendar days after it is mailed to them. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. If any Class Member's Individual Settlement Payment check is not cashed within 120 days of its initial issuance to the Class Member, the Settlement Administrator will send the Class Member a letter, dated 120 days from the initial mailing, informing them that, unless the check is cashed within 60 days of the date of the letter, the check will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If

1 the check remains uncashed by the expiration of the 60-day period after this interim
2 notice, the Settlement Administrator will keep an accounting of such funds, including
3 the identification of the Class Member. The Settlement Administrator will then deposit
4 the sum of any un-cashed/un-deposited checks and the funds shall revert to the net
5 Settlement Amount. If the Claim Administrator determines that there are sufficient
6 funds to make it economically feasible to do another distribution, the uncashed/un-
7 deposited checks shall be distributed to those Class Members who cashed their checks
8 (“Second Distribution”) using the same workweek calculations as used in the original
9 settlement fund distribution. If the Claim Administrator determines that it is not
10 economically feasible to do a Second Distribution, or if there are any remaining funds
11 after the Second Distribution, those funds shall be distributed to Centro Legal De La
12 Raza. The Parties believe that given the anticipated Second Distribution, there is
13 unlikely to be significant funds remaining and that as a result distributing those funds
14 in their entirety to Centro Legal De La Raza, a nonprofit providing civil legal services
15 to the indigent, would better serve the interest of the class than the distribution
16 apportionment contemplated under California Civil Procedure Code section 384. The
17 Court shall set a date when the parties shall report to the Court the total amount that
18 was actually paid to Class Members and a plan for distributing any remaining funds
19 pursuant to CCP §384. The Parties agree that this obligation shall satisfy and fully
20 discharge Defendants’ obligations under California Code of Civil Procedure Section
21 384 and the doctrines of *Cy Pres* and *escheat*. In such event, the Class Member will
22 nevertheless remain bound by the Settlement and the releases contained herein.

23 43. PAGA Payment: Subject to the Court’s Approval, up to a maximum of Fifty Thousand
24 Dollars and Zero Cents (\$50,000.00) shall be allocated as the PAGA Payment. Thirty-Seven
25 Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA
26 Payment, shall be paid to the LWDA. Twelve Thousand Five Hundred Dollars and Zero Cents
27 (\$12,500.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the
28 PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA

claims in their entirety and may not opt out of or object to the PAGA release, included in Paragraphs 62(a) and 63. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Incentive Awards shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

45. Settlement Administrator: The Settlement Administrator shall be Simpluris, Inc. (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately Twenty-Three Thousand One Hundred Twenty-five Dollars and Zero Cents (\$23, 125), shall be paid through the Gross Settlement Amount.

46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel shall seek attorneys' fees which shall not exceed thirty-three point three percent (33.3%) of the Gross Settlement Amount not to exceed One Million One Hundred Eighty-Two Thousand and One Hundred Fifty Dollars and Zero Cents (\$1,182,150.00), and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed

Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), subject to approval by the Court. Defendants will not object to Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. No Class Counsel shall be entitled to further fees or costs from Defendants if it or they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Plaintiffs and Defendants shall bear their own attorney's fees and costs, except as provided herein.

47. Class Representatives' Incentive Awards: Subject to the Court's approval, the Class Representatives Alfredo Garcia, Apolonio Piceno Perez's successor-in-interest Maria Guadalupe Piceno, and Rosalia Arce, will each be paid an Incentive Award in an amount up to a maximum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in recognition for their respective service as a Class Representatives and as consideration for their Complete Release of All Claims against Released Parties, which shall be paid from the Gross Settlement Amount. Defendants will not object to Class Counsel's application for Court approval of an Incentive Award to the Class Representatives in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), payable to each. It is understood that the Incentive Awards are in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Plaintiffs are entitled. The Incentive Award shall not be deemed wages and will be reported on an IRS Form 1099-MISC, if applicable.

48. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts paid as interest and penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiffs for their respective Incentive Awards; and (2) Class

1 Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be
2 responsible for preparing these forms correctly. The Settlement Administrator shall also be
3 responsible for submitting UBS's share of payroll taxes to the appropriate government agencies on
4 behalf of UBS. Plaintiffs and Class Counsel will be responsible for correctly characterizing this
5 compensation for tax purposes and for paying any taxes on the amounts received.

6 49. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are and
7 will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
8 associated with their respective allocated portions of the payments described herein, and agree to
9 indemnify, defend, and hold Defendants and the Released Parties harmless from any and all claims by
10 any Federal, State, or Local taxing authority that Plaintiffs or Class Counsel failed to pay or underpaid
11 their or her or his share of taxes associated with the payments set forth in this Settlement. The Parties
12 acknowledge and agree that Class Counsel is not responsible for the payment of any Federal, State,
13 and Local taxes or penalties associated with payments to Plaintiffs and Class Members.

14 **NOTICE TO THE SETTLEMENT CLASSES**

15 50. Within twenty-one (21) calendar days of preliminary approval of this Settlement by the
16 Court, Defendants shall provide to the Settlement Administrator a database containing the following
17 information ("Class Member List"):

- 18 a. The full name, last known address, date of birth and full social security number of all
19 Class Members; and
- 20 b. The information necessary to determine the estimated settlement allocation to each
21 Class Member, including: (i) The total number of workweeks worked by each Class
22 Member within the Class Period; and (ii) The total number of pay periods worked by
23 each PAGA Employee within the PAGA Period.

24 51. The Settlement Administrator (along with any of its agents) shall represent and warrant
25 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
26 including a reasonable security protocol, for any personally identifiable information ("PII"), which it
27 receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
28 including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the

1 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with
2 notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The
3 Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized
4 access, use, disclosure, modification or destruction; however, all additional communications from the
5 Settlement Administrator regarding the scope, circumstances, and substance shall be communicated
6 solely to Defendants.

7 52. The Settlement Administrator shall send a Notice to each Class Member by first class
8 mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the
9 Notice, the Settlement Administrator shall update the addresses of the Class Members by reference to
10 the National Change of Address Database maintained by the United States Postal Service. If a Notice
11 is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend
12 the Notice to the forwarding address. If a Notice is returned as non-deliverable with no forwarding
13 address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current
14 address of the person to whom the Notice was addressed, and shall resend the Notice to any updated
15 address within five (5) calendar days. The Class Member shall have an additional fifteen (15) calendar
16 days from the date of re-mailing to object, opt-out or dispute workweeks, or pay periods. Upon
17 completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the
18 Notice to the affected Class Members.

19 53. The Settlement Administrator shall provide to the Court, concurrently with Plaintiffs'
20 Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the
21 mailing of the Notices.

22 54. The Settlement Administrator shall also be responsible for:

- 23 a. Mailing the Notice as directed by the Court;
- 24 b. Consulting with Counsel for the Parties concerning any relevant issue, including
25 (without limitation) the estimated amounts of approximate Individual Settlement
26 Payments, PAGA Employee Payments, and the acceptance of any late or deficient
27 disputes;
- 28 c. Keeping track of timely and proper requests for exclusion;

- d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of requests for exclusion received;
- f. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement Amount as approved by the Court;
- g. Distributing and paying the Incentive Awards, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- h. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- i. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

55. Each Class Member shall have sixty days (60) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name, current address, the last four digits of their Social Security Number, and his/her/their signature. No requests for exclusion shall be accepted if postmarked after the sixty (60) calendar day period for the filing of exclusions, except in circumstances of remailing as described in Paragraph 52. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

1 56. Any Class Member who validly excludes himself/herself/themselves from this
2 Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion of
3 the Net Settlement Amount. Any request for exclusion shall not be effective as to the release of claims
4 under the Private Attorneys General Act.

5 57. If ten percent (10%) or more of the Class Members opt out of the Settlement by
6 submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute
7 discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving
8 from the Settlement Administrator the final list of requests for exclusion. Defendants agree to meet
9 and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement.
10 In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide
11 written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a
12 termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the
13 Settlement Agreement shall become null and void and have no further force or effect. The Parties
14 specifically agree not to solicit opt-outs, directly or indirectly, through any means.

15 **OBJECTIONS TO THE SETTLEMENT**

16 58. Each Class Member shall have sixty (60) calendar days from the mailing of the Notice,
17 or such number of days as the Court shall specify, within which to postmark an objection, for return
18 to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the
19 Settlement by submitting a valid and timely request for exclusion, may object to the approval of class
20 action settlement (“Objecting Class Member”). Any Class Member who makes a timely request for
21 exclusion has waived their right to object. The Objecting Class Member shall: (1) inform the Court
22 and the Parties in the objection of (a) the full name and current address of the Objecting Class Member
23 and (b) the specific reason(s) for the objection; and (2) also provide any and all evidence and
24 supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be
25 considered by the Court. Any Objecting Class Member who wishes to appear at the Final Approval
26 Hearing and be heard orally in support of, or in opposition to the class action settlement, must state so
27 in the objection. Class Members shall have no right to object to the PAGA release or PAGA Payment.
28

1 59. Any Class Member who fails to timely submit an objection shall be foreclosed from
2 making any objection to this Settlement or from filing an appeal of the Court's Final Order and
3 Judgment unless otherwise ordered by the Court.

4 60. Counsel for the Parties shall file any response to the objections submitted by Objecting
5 Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

6 61. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
7 Class Members to submit written objections to the Settlement or to appeal from the Court's Final
8 Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such
9 objections to this Settlement.

10 ///

11 ///

12 ///

13 **RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS**

14 **MEMBERS, AND PAGA EMPLOYEES**

15 62. The "Class Released Claims". Upon the funding of the Gross Settlement Amount in
16 accordance with Paragraph 41, Plaintiffs and the Class Members hereby do and shall be deemed to
17 have fully, finally, and forever released, settled, compromised, relinquished and discharged all claims
18 pled in the Operative Complaint and which could have been alleged under state or federal law under
19 the same or similar facts, allegations and/or claims pled in the Action or in any letter by Plaintiffs to
20 the LWDA, against the Released Parties (as defined above), for work performed during the Class
21 Period, including the following:

- 22 a. The Claims set forth in the Operative Complaint, specifically: (1) failure to provide
23 meal periods or pay premiums in lieu thereof at the regular rate (Violation of Labor
24 Code §§ 512, 226.7, and the applicable Wage Order [IWC Wage Order 5-2001]); (2)
25 failure to provide rest periods or pay premiums in lieu thereof at the regular rate
26 (Violation of Labor Code § 226.7, and the applicable Wage Order[IWC Wage Order
27 5-2001]); (3) failure to furnish timely wages (Violation of Labor Code § 204); (4)
28 failure to pay minimum wage and wages for all hours worked; (Violations of Labor

Code §§ 200; 218.5, 218.6, 1194, 1194.2; 1197, and 1197.1); (5) failure to pay and/or accurately calculate wages, overtime wages, and double time wages (Violations of Labor Code §§ 218.5, 218.6, 510, 1194; and the applicable Wage Order [IWC Wage Order 5-2001]); (6) failure to reimburse for business expenses (Violation of Labor Code §§ 221, 2800 and 2802 and the applicable Wage Order [IWC Wage Order 5-2001]); (7) failure to timely pay wages during and upon termination of employment (*i.e.* waiting time penalties) (Violation of Labor Code §§ 201, 202, 203, 204, 218.5 and 218.6); (8) failure to furnish accurate wage statements, and keep payroll records (Violation of Labor Code § 226); (9) failure to keep accurate time and payroll records (Violation of Labor Code §§ 1174, 1174.5 and the applicable Wage Order [IWC Wage Order 5-2001]); (10) any and all individual liability against any employer or other person acting on behalf of an employer (Violation of Labor Code §§ 558.1); and (11) violation of California’s Unfair Competition Law based upon the alleged Labor Code violations (Violation of Business & Professions Code § 17200 *et seq.*; Labor Code § 90.5) predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Action, as well as any claims that could have been pled under the California Labor Code and California Industrial Welfare Commission Wage Orders.

- b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint in the Action; and
- c. Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action and based on the alleged Labor Code violations;
- d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively referred to as the “Released Claims.”

63. Release of PAGA Claims. Upon the funding of the Gross Settlement Amount in accordance with Paragraph 41, Plaintiffs, the LWDA, and the State of California, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Defendants and Released Parties of and from any and all claims for civil penalties for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.), (“PAGA Claims”) that could have been sought by the Labor Commissioner identified in the PAGA Letter and those predicated on the facts and/or claims alleged in the PAGA Letter sent to the LWDA by Plaintiffs that arose at any time during the PAGA Period. The PAGA Employees are collaterally estopped from recovering for the PAGA claims released and compromised by the LWDA. No PAGA Employee may recover for the same PAGA claims in a representative capacity that are released here in another action. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period. Plaintiff does not release any PAGA Employees’ claim for wages and damages. This does not preclude the release of wages and damages by the Class Members as set forth in Paragraph 62 of this Agreement. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment or opt out of being a Settlement Class Member in accordance with Paragraph 55.

64. Release of Claims by Class Representatives. Upon the funding of the Gross Settlement Amount in accordance with Paragraph 41, and as a condition of receiving any portion of their Incentive Awards, the Class Representatives, for themselves only, agree to the additional following General Release: in consideration of Defendants’ promises and agreements as set forth herein, the Class Representatives hereby fully release Defendants and the Released Parties from any and all Class Released Claims and also generally release and discharge the Released Parties from any and all claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any and all claims arising from the Class Representatives’ employment or as a result of the Class Representatives’ termination from employment including

1 claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or
2 damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied,
3 any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
4 negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the
5 employment relationship, or any federal, state, or other governmental statute, executive order,
6 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
7 by law. The Class Representatives shall be deemed to have, and by operation of the Final Order and
8 Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the
9 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
10 provision under federal or state law that purports to limit the scope of a general release. The Class
11 Representatives, for themselves, have read Section 1542 of the Civil Code of the State of California,
12 which provides as follows:

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

17 The Class Representatives understand that Section 1542 gives the right not to release existing claims
18 of which the Class Representatives are not now aware, unless the Class Representatives voluntarily
19 choose to waive this right. Having been so apprised, the Class Representatives nevertheless
20 voluntarily waive the rights described in Section 1542, and elect to assume all risks for claims that
21 now exist in the Class Representatives' favor, known or unknown. The release of the claims of the
22 Class Representatives as set forth in this Paragraph is a condition precedent to enforcement of this
23 Stipulation of Settlement.

24 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

25 65. The Parties have agreed that Plaintiffs will seek leave to file the Operative Complaint,
26 which the Parties have stipulated Plaintiffs will file in advance or as a condition of this Settlement.

27 66. The Parties have agreed that Plaintiffs will file the PAGA Letter.
28

1 67. For settlement purposes only, the Parties agree that the Class Members as defined in
2 Paragraph 4 herein, and which will run through the date of preliminary approval, or a sooner date per
3 the procedure set forth in Paragraph 74 below, at Defendants' option, may be certified in the Action.
4 The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiffs will request
5 that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been
6 asserted, which Defendants shall not oppose or object to.

7 68. For settlement purposes only, the Parties agree that the PAGA Period shall run from
8 the period defined in Paragraph 23 herein and set forth in Paragraph 74 below, and will run through
9 the date of preliminary approval.

10 69. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
11 support of Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to
12 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
13 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an
14 order substantially in the following form:

- 15 a. Scheduling of the Final Approval Hearing on the question of whether the proposed
16 Settlement, including payment of attorneys' fees and costs and the Incentive Awards
17 should be finally approved as fair, reasonable and adequate as to the Settlement Class
18 Members and for approval of the PAGA Settlement;
- 19 b. Certifying the Settlement Class;
- 20 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 21 d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA
22 Employees; and
- 23 e. Preliminarily approving the Settlement subject only to the objections of the Class
24 Members and final review by the Court.

25 70. The Parties will work cooperatively to mutually agree upon the form and content of the
26 Notice, as well as the Proposed Order Granting Preliminary Approval.

27 71. The Class Representatives and Class Counsel will not make any public disclosure of
28 the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class

Representatives and each Class Counsel represent that they have not made any such disclosure. The Class Representatives and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will encourage the Class Representatives to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class Representatives agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or publicize the fact or the terms of this Settlement on any website.

DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

72. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form and with input from Defendants' Counsel: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class Counsel's application for an award of attorneys' fees and costs and the Incentive Award to the Class Representatives. The Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

73. Within twenty-one (21) days after the Effective Date (defined in Paragraph 38), Plaintiffs and Class Counsel shall return to Defendants' counsel all documents produced and used in this Action, and copies thereof, related to:

- a. any third-party employee's contact information, personnel records, payroll records, timecards, time punches, work schedules and wage statements, including but not limited to those Bates numbered UBS-002215 through UBS-019187; and
- b. any Universal Building Services and Supply Co. proprietary business information including, UBS-00001; UBS-001897 through UBS-002012; UBS-002047 through UBS-002214; UBS-019187 through UBS-019572.

After returning the above documents, and the copies thereof, Class Counsel will certify that all of these documents have been permanently deleted from each of Plaintiffs' and Class Counsel's systems,

1 including but not limited to their computers, servers and databases, and that all paper copies of these
2 documents have been destroyed. Plaintiffs and Class Counsel agree not to use any of the above
3 documents, or related testimony, in any future proceeding even if any of the above documents were
4 included in a deposition in this Action. In continuing compliance with the terms of the Parties'
5 Memorandum of Understanding, the Parties' January 23, 2020 Joint Case Management Statement filed
6 in this Action, the Court's August 24, 2022 Order granting Defendants' Motion for Protective Order
7 and the Parties' corresponding agreement related to the mediation documents at issue, as well as any
8 other agreement the Parties entered into regarding the use of Defendants' and its third-party
9 employees' and customers' confidential, proprietary information produced in connection with this
10 Action, Class Counsel may maintain in its files, all work product, and one copy of each pleading filed
11 with the Court and one copy of each deposition together with the Bates-numbered exhibits marked at
12 the deposition.

13 **ESCALATOR CLAUSE**

14 74. Defendants represent that the calculated number of workweeks from December 22,
15 2013 through and until August 19, 2022, shall not exceed 211,030 workweeks. Any finding of
16 workweeks during the time frame from December 22, 2013, through Preliminary Approval that
17 exceeds the 211,030 workweek count by more than 10% (21,103) at the option of Defendants,
18 Defendants shall either increase the Gross Settlement Amount or elect to move the end date for the
19 Settlement Class Period to the latest date before the Preliminary Approval that does not exceed
20 232,133 workweeks. In the event Defendants elect to extend the Class Period to a date wherein the
21 total workweeks is more than 231,133, the Gross Settlement Amount will be increased by determining
22 the workweek value calculated based on 231,133 workweeks divided by the Gross Settlement Amount
23 multiplied by the additional number of workweeks. For example, if the total number of workweeks
24 by the end of the Class Period is 231,233 and the workweek value is \$15.35 per workweek, Defendants
25 would have to increase the Gross Settlement Amount by \$1,535 ($231,133 - 231,233 = 100 \times \15.35).

26 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

27 75. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiffs
28 or Defendants may terminate this Settlement if after submitting the settlement for approval to the

1 Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment
2 in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does
3 not become final because of appellate court action. The terminating Party shall give to the other Party
4 (through counsel) written notice of its decision to terminate no later than fifteen (15) calendar days
5 after receiving notice that one of the enumerated events has occurred. Termination shall have the
6 following effects:

- 7 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and
8 no Party shall be bound by any of its terms.
- 9 (b) In the event the Settlement Agreement is terminated, Defendants shall have no
10 obligation to make any payments to any party, Settlement Class Member, PAGA
11 Employee or Class Counsel.
- 12 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 13 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
14 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
15 be restored to their respective positions prior to the Settlement.
- 16 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
17 ancillary documents, actions, statements or filings in furtherance of settlement
18 (including all matters associated with the mediation) shall be admissible or offered into
19 evidence in the Action or any other action for any purpose whatsoever.

20 **PARTIES' AUTHORITY**

21 76. The signatories hereto hereby represent that they are fully authorized to enter into this
22 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

23 **MUTUAL FULL COOPERATION**

24 77. The Parties agree to fully cooperate with each other to accomplish the terms of this
25 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
26 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
27 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
28 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by

1 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
2 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall
3 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

4 78. The Parties and their respective counsel agree that they will not attempt to encourage
5 or discourage Class Members from filing requests for exclusion.

6 **NO PRIOR ASSIGNMENTS**

7 79. The Parties and their respective counsel represent, covenant and warrant that they have
8 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or right herein released and discharged except as set forth herein.

11 **NO ADMISSION**

12 80. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
13 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
14 Defendants or the Released Parties. Each of the Parties hereto has entered into this Stipulation of
15 Settlement solely with the intention to avoid further disputes and litigation with the attendant
16 inconvenience and expenses.

17 **BREACH AND ENFORCEMENT ACTIONS**

18 81. The Parties will jointly request that the Court retain jurisdiction pursuant to California
19 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
20 a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and
21 request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)
22 days of said notice, the non-breaching party may pursue legal action or other proceeding against any
23 other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare
24 rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions,
25 the successful party or parties shall be entitled to recover from the unsuccessful party or parties
26 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
27 enforcement actions. All such disputes shall be resolved by the Court.

28 **NOTICES**

1 82. Unless otherwise specifically provided herein, all notices, demands or other
2 communications given hereunder shall be in writing and shall be deemed to have been duly given as
3 of the third business day after mailing both electronically and by United States registered or certified
4 mail, return receipt requested, and addressed as follows:

5 To Plaintiffs, the Settlement Class and Class Counsel:

6 Virginia Villegas
7 THE VILLEGAS LAW FIRM, APC
8 3330 Geary Blvd. 2nd Fl West
9 San Francisco, California 94118
10 Telephone: (415) 989-8000
11 Facsimile: (415) 989-8028

12 Ike M. Kaludi, Jr.
13 CALIFORNIA TRIAL LAW GROUP, PC
14 828 San Pablo Ave. Suite 109
15 Albany, CA 94706
16 Telephone: (415) 967-4900
17 Facsimile: (415) 967-4901

18 To Defendants and Defendants' Counsel:

19 Alan S. Levins,
20 William A. Cosmopulos
21 LITTLER MENDELSON, P.C.
22 333 Bush Street, 34th Floor
23 San Francisco, CA 94104
24 Telephone: (415) 433-1940
25 Facsimile: (415) 399-8490

26 Luis E. Lorenzana
27 LITTLER MENDELSON, P.C.
28 501 W. Broadway, Suite 900
 San Diego, California 92101
 Telephone: (619) 232-0441

29 **CONSTRUCTION**

30 83. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement
31 are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation
32 of Settlement shall not be construed in favor of or against any party by reason of the extent to which
33 any Party or their counsel participated in the drafting of this Stipulation of Settlement.

34 **CAPTIONS AND INTERPRETATIONS**

84. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

85. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

86. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

87. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

COUNTERPARTS

88. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

TRANSLATION

89. To the extent the Plaintiffs need this Stipulation of Settlement translated, Plaintiffs and Class Counsel will ensure that it is translated in Plaintiffs' language of choice at Plaintiffs' cost alone. Defendants will not be responsible for any costs associated with having this Stipulation of Settlement translated for Plaintiffs.

90. By signing this Stipulation of Settlement, Plaintiffs are acknowledging that they either read, or had this Stipulation of Settlement translated to them in the language of their choice, and that Plaintiffs fully understand the contents of this Stipulation of Settlement, including their obligations and their general release of any and all known and unknown claims against Defendants and the Released Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Dated: 55.5.16, 2023

DocuSigned by:



2F324D308320494...
Alfredo Garcia

Plaintiff and Class Representative

Dated: , 2023

Maria Guadalupe Piceno successor-in-interest for
Plaintiff Apolonio Piceno Perez
Plaintiff and Class Representative

Dated: , 2023

Rosalia Arce
Plaintiff and Class Representative

Dated: , 2023

Grace Brusseau
Defendant

Dated: , 2023

Leonard Brusseau
Defendant

Dated: , 2023

Leonard Brusseau, on behalf of,
Defendant Universal Building Services and
Supply Co.

APPROVED AS TO FORM AND CONTENT:

DATED: May 23, 2023

THE VILLEGAS LAW FIRM, APC

BY: Virginia Villegas
Virginia Villegas, Esq.

And

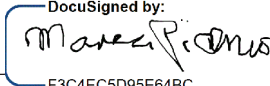
90. By signing this Stipulation of Settlement, Plaintiffs are acknowledging that they either read, or had this Stipulation of Settlement translated to them in the language of their choice, and that Plaintiffs fully understand the contents of this Stipulation of Settlement, including their obligations and their general release of any and all known and unknown claims against Defendants and the Released Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Dated: _____, 2023

Alfredo Garcia
Plaintiff and Class Representative

Dated: 05/18 _____, 2023

DocuSigned by:

F3C4EC5D95E64BC...
Maria Guadalupe Piceno successor-in-interest for
Plaintiff Apolonio Piceno Perez
Plaintiff and Class Representative

Dated: _____, 2023

Rosalia Arce
Plaintiff and Class Representative

Dated: _____, 2023

Grace Brusseau
Defendant

Dated: _____, 2023

Leonard Brusseau
Defendant

Dated: _____, 2023

Leonard Brusseau, on behalf of,
Defendant Universal Building Services and
Supply Co.

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2023

THE VILLEGAS LAW FIRM, APC

BY: _____
Virginia Villegas, Esq.

And

90. By signing this Stipulation of Settlement, Plaintiffs are acknowledging that they either read, or had this Stipulation of Settlement translated to them in the language of their choice, and that Plaintiffs fully understand the contents of this Stipulation of Settlement, including their obligations and their general release of any and all known and unknown claims against Defendants and the Released Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Dated: _____, 2023

Alfredo Garcia
Plaintiff and Class Representative

Dated: _____, 2023

Maria Guadalupe Piceno successor-in-interest for
Plaintiff Apolonio Piceno Perez
Plaintiff and Class Representative

Dated: May 19 _____, 2023

Rosalia Arce
Rosalia Arce
Plaintiff and Class Representative

Dated: _____, 2023

Grace Brusseau
Defendant

Dated: _____, 2023

Leonard Brusseau
Defendant

Dated: _____, 2023

Leonard Brusseau, on behalf of,
Defendant Universal Building Services and
Supply Co.

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2023

THE VILLEGAS LAW FIRM, APC

BY: _____
Virginia Villegas, Esq.

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Dated: _____, 2023

Alfredo Garcia
Plaintiff and Class Representative

Dated: _____, 2023

Maria Guadalupe Piceno successor-in-interest for
Plaintiff Apolonio Piceno Perez
Plaintiff and Class Representative

Dated: _____, 2023

Rosalia Arce
Plaintiff and Class Representative

Dated: 5/25, 2023

Grace Brusseau
Grace Brusseau
Defendant

Dated: 5/25, 2023

Leonard Brusseau
Leonard Brusseau
Defendant

Dated: 5/25, 2023

Leonard Brusseau
Leonard Brusseau, on behalf of,
Defendant Universal Building Services and
Supply Co.

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2023

THE VILLEGAS LAW FIRM, APC

BY: _____
Virginia Villegas, Esq.

And

1
2 DATED: May 23, 2023

CALIFORNIA TRIAL LAW GROUP, PC

3
4 BY: 

Ike M. Kaludi, Esq.

5
6 Attorneys for Plaintiffs

7 DATED: May 25, 2023

LITTLER MENDELSON, P.C.

8
9 BY: 

Alan S. Levins, Esq.

Luis E. Lorenzana, Esq.

William R. Cosmopulos, Esq.

10
11
12 Attorneys for Defendants

13 The filing party has obtained the authorization and approval of all signatories.
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EXHIBIT A

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

Alfredo Garcia et al. v. Universal Building Services and Supply Co., et al.,
Superior Court of California, Alameda County Case No. RG17887036.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive your estimated Individual Settlement Payment from the Settlement, but you will receive your PAGA Employee Payment. Instructions regarding excluding yourself are set forth in Section 7 below.
Object	To object, you must send a written objection to the Settlement Administrator indicating why you do not agree with the Settlement or you may appear in-person at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why Did I Get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Alameda (the “Court”) has been reached between Plaintiffs Alfredo Garcia, Apolonio Piceno Perez’s successor-in-interest Maria Guadalupe Piceno, and Rosalia Arce (“Plaintiffs” or Class Representatives) and Defendants Universal Building Services and Supply Co. (“UBS”), Grace Brusseau, and Leonard Brusseau (“Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees of Defendants who were employed at any time from December 22, 2013 to [DATE OF PRELIMINARY APPROVAL OR A SOONER DATE PER THE PROCEDURE SET FORTH IN PARAGRAPH 74 OF THE SETTLEMENT AGREEMENT, AT DEFENDANTS' OPTION].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. The Settlement will resolve all Class Members' Class Released Claims, as described below, from December 22, 2013 to [DATE OF PRELIMINARY APPROVAL OR A SOONER DATE PER THE PROCEDURE SET FORTH IN PARAGRAPH 74 OF THE SETTLEMENT AGREEMENT, AT DEFENDANTS' OPTION] (the "Class Period"). The Court will hold a Final Approval Hearing concerning the proposed settlement on [DATE OF FINAL APPROVAL HEARING] at [TIME] a.m. in Department 21 of the above-entitled Court, located at 1225 Fallon Street, Oakland, California 94612.

A. How Will I Know If The Court Changes The Date Or Location Of The Final Approval Hearing?

If the Court changes the date of the Final Approval hearing, you will not receive notice of the change. It is strongly suggested that, prior to the Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [DATE] at [TIME] a.m. in Department 21; (2) contact Class Counsel; or (3) check the Court's docket for this Class Action to see if the hearing is still scheduled on [DATE] at [TIME] a.m. in Department 21.

To check the Court's docket, go to Online Service link below:

<https://eportal.alameda.courts.ca.gov/?q=node/388>

Click on "Case Number Search," then, either "Log In" or click on "Create new account," and follow the instructions. Once logged in you will be prompted to type in the case number, which is RG17887036, and click on "Search." The case name information will appear below the "Search" button. Click on "Garcia VS Universal Building Services and Supply Co." which is located below the title "Case Name". Then click on "Future Hearings." The date, time, description and location of the Final Approval hearing will be listed. This process is free.

Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

B. I Want To Attend The Hearing. What Are The Court's Remote Appearance and COVID-19 Procedures?

You may appear at the Final Approval Hearing, either in person, remotely or through an attorney at your own expense, provided you notify the Court of your intent to do so. All notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number, *Garcia v. Universal Building Services and Supply Co.*, Case Number RG17887036), (b) be submitted to the Court either by mailing the Notice to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612; or emailing to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse at Dept21@alameda.courts.ca.gov or by filing in person

at any location of the Superior Court, County of Alameda that includes a facility for civil filings, (c) also be mailed to the law firms identified in Section 8, below, and (d) be filed or postmarked on or before [Sixty (60) calendar days after Notice], 2023. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your notice to appear.

If you wish to attend the Final Approval Hearing remotely, please check the Court's website <https://www.alameda.courts.ca.gov/general-information/remote-appearances> for the Court's current procedures for attendance at hearings including remote appearances. On the morning of the hearing, the Court will provide a link to the Final Approval hearing on its website.

C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?

You may contact the Settlement Administrator (see Sections 6 and 10 below), or Class Counsel (see Section 8 below), to find out if the Court granted Final Approval and entered Final Judgment. If you wish to obtain a copy of the Final Judgment, it will be posted on the Settlement Administrator's website at <https://www.simpluris.com> and is also available on the Court's docket (see above for instructions on how to access).

2. What is this class action lawsuit about?

On December 22, 2017, Plaintiffs filed a Complaint in the Superior Court of the State of California, County of Alameda (the "Complaint"), which was thereafter amended through a First Amended Class Action Complaint on February 16, 2023, to allege the following claims against Defendants: (1) failure to provide meal periods or pay premiums in lieu thereof at the regular rate; (2) failure to provide rest periods or pay premiums in lieu thereof at the regular rate; (3) failure to furnish timely wages; (4) failure to pay minimum wage and wages for all hours worked; (5) failure to pay and/or accurately calculate wages, overtime wages, and double time wages; (6) failure to reimburse for business expenses; (7) failure to timely pay wages during and upon termination of employment (*i.e.* waiting time penalties); (8) failure to furnish accurate wage statements, and keep payroll records; (9) failure to keep accurate time and payroll records; (10) violation of California's Unfair Competition Law based upon the alleged Labor Code violations; and (11) Violation of the California Private Attorneys General Act of 2004 ("PAGA") ("Operative Complaint" or "Action"). Plaintiffs alleged individual liability against individual defendants as well.

Defendants deny and dispute all such claims. Specifically, Defendants contend Plaintiffs and the Class Members were properly compensated for wages under California law, including required minimum wages and overtime compensation; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendants did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendants complied with California wage statement and payroll records requirements; Defendants paid Plaintiffs and Class members for all business expenses, if any; Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [INSERT PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the lawyers at The Villegas Law Firm, APC; and California Trial Law Group, PC to serve as Class Counsel.

Neither the Court nor any other fact finder has decided whether the claims brought by the Class Representatives or Defendants' defenses to those claims, are meritorious. By approving the Settlement and issuing this Class Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement is not approved, to contest any factual or legal allegations in the Action including whether this Action should proceed as a class action.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" maximum amount of Three Million Five Hundred-Fifty Thousand Dollars and Zero Cents (\$3,550,000.00) (the "Gross Settlement Amount") to fund the settlement of this Action. The Gross Settlement Amount includes all Individual Settlement Payments to Class Members contemplated by the Settlement, the Settlement Administration Costs, the Class Representatives' Incentive Awards, Class Counsels' attorney's fees and costs, and the PAGA Payment for civil penalties, 75% of which will be allocated to the Labor & Workforce Development Agency ("LWDA") and 25% of which will be distributed as PAGA Employee Payments to all current and former California non-exempt, hourly employees of Defendants from August 19, 2021 through the date of preliminary approval of the settlement [or a sooner date per the procedure set forth in paragraph 74 of the settlement agreement, at Defendants' option], including those who submit a valid and timely Request for Exclusion but are nevertheless bound by the release of PAGA claims ("PAGA Employees"). Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by UBS.

Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendants will transfer the Gross Settlement Amount to the Settlement Administrator. The "Effective Date" means the date on which all of the following events have occurred ("Effective Date"): (i) the Settlement Agreement has been executed by Plaintiffs, Defendants, Class Counsel and Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) this Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events: (A) five (5) calendar days after the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed (*i.e.*, sixty-five (65) days from the date the court grants final approval); (B) five (5) business days after any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) five (5) business days after any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.

Disbursement of Settlement. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, and upon the Effective Date being met, the Settlement Administrator will disburse: (1) the Individual Settlement Payments to be paid from the Net Settlement Amount to be paid to Settlement Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representatives' respective Incentive Awards paid to the Class Representatives, as approved

by the Court; (4) Administrative Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and PAGA Employees, as approved by the Court.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Settlement Class Members”):

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$23,125, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- **Class Counsel’s attorney’s fees and costs.** Payment to Class Counsel of reasonable attorneys’ fees and costs not to exceed thirty-three point three percent (33.3%) of the Gross Settlement Amount not to exceed One Million One Hundred Eighty-Two Thousand and One Hundred Fifty Dollars and Zero Cents (\$1,182,150.00), and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- **Class Representative Incentive Award.** Class Representative Incentive Awards in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to each of the three Plaintiffs, or such lesser amount as may be approved by the Court, to compensate the Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, for the risks Plaintiffs undertook, and as consideration for their Complete Release of All Claims against Released Parties.
- **PAGA Payment.** A payment of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated as the PAGA Payment. Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments.

Calculation of Individual Settlement Payments to Class Members. After all of the payments of the court-approved Class Counsel’s attorney’s fees and costs, the Class Representative Incentive Awards, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion is called the “Net Settlement Amount” and shall be distributed as Individual Settlement Payments to the Settlement Class Members. The Settlement Administrator will calculate the Individual Settlement Payments from the Net Settlement Amount to each Settlement Class Member. The Individual Settlement Payment for each Settlement Class Member will be calculated based upon the following: (a) each Settlement Class Member’s workweeks worked count, which shall be the sum of the total number of workweeks the Settlement Class Member worked during the Class Period; (b) divided by the combined sum of all Settlement Class Members’ workweeks worked count; and (c) multiplied by the value of the Net Gross Settlement Amount.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Settlement Class Member's Individual Settlement Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. The remainder of each Settlement Class Member's Individual Settlement Payment is in settlement of claims for penalties and interest allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and the PAGA Employee Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and other taxes on the Non-Wage Portion will be the responsibility of the Settlement Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her/they, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Class Released Claims. As of the date Defendants fully fund the Gross Settlement Amount, all Settlement Class Members will fully and finally release Defendants and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual, including but not limited to Grace Brusseau, and Leonard Brusseau, or entity which could be jointly liable with Defendants (collectively, the "Released Parties") from all claims pleaded in the Operative Complaint and which could have been alleged under state or federal law under the same or similar facts, allegations and/or claims pleaded in the Action for work performed through the date of preliminary approval [or a sooner date per the procedure set forth in paragraph 74 of the settlement agreement, at Defendants' option], including:

- Claims set forth in the Action, specifically, (1) failure to provide meal periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order [IWC Wage Order 5-2001]); (2) failure to provide rest periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code § 226.7, and the applicable Wage Order [IWC Wage Order 5-2001]); (3) failure to furnish timely wages (Violation of Labor Code § 204); (4) failure to pay minimum wage and wages for all hours worked; (Violations of Labor Code §§ 200; 218.5, 218.6, 1194, 1194.2; 1197, and 1197.1); (5) failure to pay and/or accurately calculate wages, overtime wages, and double time wages (Violations of Labor Code §§ 218.5, 218.6, 510, 1194; and the applicable Wage Order [IWC Wage Order 5-2001]); (6) failure to reimburse for business expenses (Violation of Labor Code §§ 221, 2800 and 2802 and the applicable Wage Order [IWC Wage Order 5-2001]); (7) failure to timely pay wages during and upon termination of employment (*i.e.* waiting time penalties) (Violation of Labor Code §§ 201, 202, 203, 218.5

and 218.6); (8) failure to furnish accurate wage statements, and keep payroll records (Violation of Labor Code § 226); (9) failure to keep accurate time and payroll records (Violation of Labor Code §§ 1174, 1174.5 and the applicable Wage Order [IWC Wage Order 5-2001]); (10) any and all individual liability against any employer or other person acting on behalf of an employer (Violation of Labor Code §§ 558.1); (11) violation of California's Unfair Competition Law based upon the alleged Labor Code violations (Violation of Business & Professions Code § 17200 *et seq.*; Labor Code § 90.5) and predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Lawsuit, as well as any claims that could have been pled under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action;

- Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action;
- Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action and based on the alleged Labor Code violations.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

PAGA Released Claims. Upon Defendants' funding of the Gross Settlement Amount, Plaintiffs, the LWDA, and the State of California, release the Released Parties of and from all claims for civil penalties for violation of the California Labor Code Private Attorney General Act of 2004 (Labor Code section 2698 *et seq.*) that could have been sought by the Labor Commissioner identified in the PAGA letter dated October 24, 2022 that Plaintiffs sent to the LWDA ("PAGA Letter"), and those that were alleged in the PAGA Letter from August 19, 2021 through the [DATE OF PRELIMINARY APPROVAL Or A SOONER DATE PER THE PROCEDURE SET FORTH IN PARAGRAPH 74 OF THE SETTLEMENT AGREEMENT, AT DEFENDANTS' OPTION] ("PAGA Period").

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Employees employed by UBS on or after August 19, 2021, who exclude themselves from the Class shall still receive a PAGA Employee Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Settlement Amount as calculated by the Settlement Administrator. PAGA Employees will not have the opportunity to opt out of, or object to, the PAGA Released Claims. Further, the PAGA Employees are bound by the PAGA Released Claims regardless of whether they cash and/or otherwise negotiate their PAGA Employee Payment. The PAGA Employees are collaterally estopped from recovering for the PAGA claims released and compromised by the LWDA. No PAGA Employee may recover for the same PAGA claims in a representative capacity that are released here in another action. After the Court grants final approval of the Settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period.

5. How much will my payment be?

According to UBS's records, the number of qualifying workweeks worked by you during the Class Period is << _____ >> and the number of qualifying pay periods worked by you during the PAGA Period is << _____ >>.

Based on this information, your estimated Individual Settlement Payment is << _____ >> and your PAGA Employee Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than **[INSERT DATE SIXTY (60) DAYS AFTER THE MAILING OF THE CLASS NOTICE]**. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your challenge.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. Checks for your Individual Settlement Payments will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris, Inc. which may be contacted at 888-369-3780, CaseSupport@Simpluris.com, or at P.O. Box 26170, Santa Ana, CA 92799.

The Court will hold a Final Approval Hearing on _____, 2023 at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement**, and you will not release the Class Released Claims. Because you cannot opt out of any PAGA settlement, if you opt out you will still be releasing any PAGA Released Claims that may apply to you as part of the Settlement. **If you wish to object to the Settlement as described below in Section 8, you cannot opt out of the Settlement.**

To opt out, you must submit a written request to opt out to the Settlement Administrator via fax or mail at the address below requesting to be excluded from the Settlement. To be considered valid, your opt out request must (1) state your name, address, telephone number, and last four digits of your social security number; (2) state your intention to exclude yourself from or opt-out of the Settlement (e.g. "I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendants for the claims asserted in this lawsuit, *Alfredo Garcia et al. v. Universal Building Services and Supply Co., et al.*, Alameda County Superior Court, Case No. RG17887036."); (3) be signed by you or your lawful representative; and (4) be addressed to the Settlement Administrator. To be considered timely, your opt out request must be faxed or postmarked no later than **[INSERT DATE SIXTY (60) DAYS AFTER THE MAILING OF THE CLASS NOTICE]**. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-

day Response Deadline to postmark your request for exclusion. Late opt out requests will not be considered.

If you timely mail a complete and valid opt out request, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendants. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class and were employed during the PAGA Period will still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and will still be bound by the PAGA Released Claims.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the Class Counsel's attorney's fees, and costs, and/or the Class Representative Incentive Awards, either in writing or in person. Objections that are in writing and must be submitted to the Settlement Administrator at the address below, or the Court, at the address or email below and provide: (1) the Class Member's name, address, telephone number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be signed by the Class Member or his or her lawful representative; (7) clearly identify the case name and number, *Garcia v. Universal Building Services and Supply Co.*, Case Number RG17887036; and (8) be postmarked no later than sixty (60) calendar days from the mailing of the Notice.

All written objections must be mailed to the Settlement Administrator at P.O. Box 26170, Santa Ana, CA 92799, no later than [INSERT DATE SIXTY (60) DAYS AFTER THE MAILING OF THE CLASS NOTICE] or to the Court either by mailing to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612; or emailing to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse at Dept21@alameda.courts.ca.gov or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your objection.

Alternatively, Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection. You can refer to Section 1.B, above for instructions on how to submit a notice to appear at the Final Approval Hearing. Class Members shall have no right to object to the PAGA Released Claims or PAGA Payment.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment.

Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Virginia Villegas
THE VILLEGAS LAW FIRM, APC
3330 Geary Blvd. 2nd Fl West
San Francisco, California 94118
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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], 2023, in Department 21 of the Superior Court of California, for the County of Alameda, located at 1225 Fallon Street, Oakland, California 94612. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing unless you are objecting, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 888-369-3780 or email at CaseSupport@Simpluris.com or write to *Garcia v. Universal Building Services and Supply Co.*, Settlement Administrator, c/o [REDACTED] at P.O. Box 26170, Santa Ana, CA 92799.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by examining the Court's file via <https://eportal.alameda.courts.ca.gov/?q=node/388>

Click on "Case Number Search," then, either "Log In" or click on "Create new account," and follow the instructions. Once logged in you will be prompted to type in the case number, which is RG17887036, and click on "Search." The case name information will appear below the "Search" button. Click on "Garcia VS Universal Building Services and Supply Co." which is located below the title "Case Name". Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator will then deposit the sum of any un-cashed/un-deposited checks and the funds shall revert to the net Settlement Amount. If the Claim Administrator determines that there are sufficient funds to make it economically feasible to do another distribution, the uncashed/un-deposited checks shall be distributed to those Class Members who cashed their checks (“Second Distribution”) using the same workweek calculations as used in the original settlement fund distribution. If the Claim Administrator determines that it is not economically feasible to do a Second Distribution, or if there are any remaining funds after the Second Distribution, those funds shall be distributed to Centro Legal De La Raza. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.