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SUPERIOR COURT OF THE STATE OF CALIFORNIA

15

COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

16

17 MIGUEL R. ZEPEDA, individually, and on
behalf of all others similarly situated,

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Plaintiff,

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v.

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21 GENERAL PUMP COMPANY, INC., a
California corporation; and DOES 1 through
10, inclusive,

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Defendants.

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CASE NO.: 22STCV39401

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiff Miguel R. Zepeda (“Plaintiff”), on behalf of himself and the
3 Class, on the one hand, and Defendant General Pump Company, Inc., a California corporation
4 (“Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to herein as
5 “Parties” and individually referred to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the
7 Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval
8 of the Court, this Action and the Released Claims shall be settled and compromised as between
9 Plaintiff and the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Miguel R. Zepeda v. General Pump Company, Inc.*, Superior Court
12 of the State of California for the County of Los Angeles, Case No.: 22STCV39401.

13 2. “Class” means: all non-exempt employees of Defendant who worked for Defendant
14 in California during the Class Period.

15 3. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

16 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
18 Action.

19 5. “Class Information” means the compilation of the following information for each
20 Class Member: last known full name; social security number; last known address; number of
21 Compensable Workweeks for each Class Member during the Class Period and PAGA Period; and
22 other such mutually agreed upon information by the Parties as may be necessary to independently
23 review the Compensable Workweeks attributed to each Class Member and PAGA Aggrieved
24 Employee.

25 6. “Class Member” means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. “Class Notice” means the notice, substantially in the form attached hereto as **Exhibit**
28 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*

1 *alia*, the terms of this Settlement, each Class Member's estimated Individual Class Payment and/or
2 Individual PAGA Payment, the settlement process, and the right of Class Members to object to the
3 Settlement, opt-out of the Settlement, or dispute the number of Compensable Workweeks attributed
4 to them. Notice to the Class Members will be in English and Spanish.

5 8. "Class Period" means the time period from December 18, 2018, through February
6 15, 2024.

7 9. "Class Representative Service Award" means the amount that the Court authorizes
8 to be paid to Plaintiff, in addition to Plaintiff's Individual Class Payment and Individual PAGA
9 Payment, in recognition of, *inter alia*, his efforts and risks in assisting with the prosecution of the
10 Action and in return for executing a general release with Defendant.

11 10. "Compensable Workweek(s)" means any week during which a Class Member worked
12 for Defendant for at least one day during the Class Period and/or PAGA Period.

13 11. "Court" means the Superior Court for the County of Los Angeles, State of California.

14 12. "Defendant" means *General Pump, Inc.*

15 13. "Effective Date" means the date by when both of the following have occurred: (a) the
16 Court grants final approval of the Settlement and enters a judgment; and (b) the judgment is final.
17 The judgment is final as of the latest of the following occurrences: (a) if no Class Member timely
18 appeals the judgment, the day after the deadline for filing a notice of appeal from the judgment; (b)
19 if one or more Class Members files a timely appeal from the judgment, the day after the appellate
20 court affirms the judgment and issues a remittitur.

21 14. "Employer's Share of Payroll Taxes" means the dollar amount of Defendant's
22 employer payroll tax obligation on the employee wage portion of the Individual Class Payments,
23 including but not limited to, customary withholdings for federal, state and local taxes, and any similar
24 tax or charge. Defendant shall be responsible for paying the Employer's Share of Payroll Taxes
25 separately from, and in addition to, the Gross Settlement Amount, in the event that any portion of the
26 Gross Settlement Amount is designated as wages.

27 15. "Final Approval Hearing" means the hearing that the Court will hold after the Court
28 has granted preliminary approval of the Settlement and notice has been provided to the Class

1 regarding, *inter alia*, whether final approval of the Settlement is appropriate and the amounts properly
2 payable for: (a) Individual Class Payments and Individual PAGA Payments; (b) the Class Counsel
3 Award; (c) the Class Representative Service Awards; (d) payment to the LWDA; and (e) the
4 Settlement Administration Costs.

5 16. "Gross Settlement Amount" means the maximum amount which Defendant is
6 obligated to pay under this Settlement Agreement, which is Three Hundred and Seventy-Five
7 Thousand Dollars (\$375,000.00). This is a non-reversionary Settlement in which Defendant is
8 required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will
9 revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required
10 employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid
11 separately from the Gross Settlement Amount by Defendant.

12 17. "Individual Class Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member.

14 18. "Individual PAGA Payment" means the amount payable to each PAGA Aggrieved
15 Employee from the PAGA Penalties (i.e., the 25% of the PAGA Penalties allocated to the PAGA
16 Aggrieved Employees).

17 19. "LWDA" means the California Labor and Workforce Development Agency.

18 20. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
19 Counsel Award, Class Representative Service Award, 75% of PAGA Penalties to be paid to the
20 LWDA, 25% of PAGA Penalties to be paid to PAGA Aggrieved Employees, and Settlement
21 Administration Costs. If the Court approves less than the amounts requested for the Class Counsel
22 Award, Class Representative Service Awards, payment to the LWDA and PAGA Aggrieved
23 Employees for PAGA Penalties, or Settlement Administration Costs, such amounts will return to the
24 Net Settlement Amount.

25 21. "Objection" means a letter or other written communication submitted by a Class
26 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
27 or she is objecting to any of the terms of the Settlement.

1 22. “PAGA Aggrieved Employees” means all non-exempt, hourly employees employed
2 by Defendant in California, during the PAGA Period.

3 23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
4 the Gross Settlement Amount, allocated 25% to the PAGA Aggrieved Employees and 75% to the
5 LWDA in settlement of PAGA claims.

6 24. “PAGA Period” means any time between October 16, 2021, through February 15,
7 2024.

8 25. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
9 Plaintiff or Defendant, individually.

10 26. “Plaintiff” means Miguel R. Zepeda.

11 27. “Preliminary Approval Date” means the date upon which the Court grants preliminary
12 approval of the Settlement.

13 28. “Request for Exclusion” means a letter or other written communication submitted by
14 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
15 that he or she is electing to be excluded from the Settlement.

16 29. “Released Claims by Plaintiff” means: Plaintiff and his former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, releases
18 and discharges Released Parties from all claims, demands, rights, liabilities and causes of action of
19 every nature and description whatsoever, known or unknown, asserted or that might have been
20 asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or
21 regulation arising out of, relating to, or in connection with any act or omission of the Released Parties
22 through the date of full execution of this Settlement Agreement. (“Plaintiff’s Release.”) Plaintiff’s
23 Release does not extend to any claims or actions to enforce this Settlement Agreement, or to any
24 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
25 workers’ compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law
26 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
27 agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
28 notwithstanding such different or additional facts or Plaintiff’s discovery of them. With respect to

1 Plaintiff's Release, Plaintiff stipulates and agrees that, upon the Effective Date, he shall be deemed
2 to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
3 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under
4 federal or state law as to the generally released claims, which provides:

5 "A general release does not extend to claims which the creditor or releasing party does
6 not know or suspect to exist in his or her favor at the time of executing the release,
7 and that if known by him or her would have materially affected his or her settlement
8 with the debtor or released party."

9 Plaintiff's Release applies to Plaintiff only. It does not apply to the Released Claims by
10 Settlement Class Members or PAGA Aggrieved Employees, which are set forth in Paragraphs 30
11 and 31 below.

12 30. "Released Claims by Settlement Class Members" means: All Settlement Class
13 Members, on behalf of themselves and their respective former and present representatives, agents,
14 attorneys, heirs, administrators, successors and assigns, release Released Parties, for the duration of
15 the Class Period, from all claims that were alleged, or reasonably could have been alleged, based on
16 the facts stated in the operative Complaint in the Action and ascertained in the course of the Action,
17 including, e.g., any and all federal, California state law, and local wage-and-hour claims, rights,
18 demands, liabilities, and/or causes of action involving any alleged (a) failure to provide meal periods
19 and/or pay meal period premiums; (b) failure to provide rest breaks and/or pay rest break premiums;
20 (c) failure to provide recovery periods and/or pay recovery period premiums; (d) failure to pay
21 premiums and or wages at the correct rate of pay; (e) failure to pay overtime wages; (f) failure to pay
22 minimum wages; (g) failure to pay timely wages; (h) failure to pay all wages owed and due upon
23 termination; (i) failure to maintain required records; (j) failure to furnish accurate itemized wage
24 statements; (k) failure to provide reimbursement for employment-related expenses; (l) failure to
25 provide for supplemental COVID-19 sick leave; and (m) violation of California Business &
26 Professions Code section 17200, *et seq.*

27 31. "Released PAGA Claims by PAGA Aggrieved Employees" means: All PAGA
28 Aggrieved Employees, on behalf of themselves and their respective former and present
representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released

1 Parties, for the duration of the PAGA Period, from all claims for PAGA penalties that were alleged, or
2 reasonably could have been alleged, based on the facts stated in the operative Complaint in the
3 Action, and Plaintiff's LWDA letter dated October 13, 2022, and ascertained in the course of the
4 Action including, e.g., any and all claims involving any alleged (a) failure to provide meal periods
5 and/or pay meal period premiums; (b) failure to provide rest breaks and/or pay rest break premiums;
6 (c) failure to provide recovery periods and/or pay recovery period premiums; (d) failure to pay
7 premiums and or wages at the correct rate of pay; (e) failure to pay overtime wages; (f) failure to pay
8 minimum wages; (g) failure to pay timely wages; (h) failure to pay all wages owed and due upon
9 termination; (i) failure to maintain required records; (j) failure to furnish accurate itemized wage
10 statements; (k) failure to provide reimbursement for employment-related expenses; (l) failure to
11 provide for supplemental COVID-19 sick leave. PAGA Aggrieved Employees will release the
12 Released PAGA Claims even if they, as a Class Member, request exclusion from the Settlement.

13 32. "Released Parties" collectively mean: Defendant and any past, present or future
14 parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners,
15 shareholders, members, managers, representatives, insurers, reinsurers, assigns, officers, directors
16 and attorneys thereof. .

17 33. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
18 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
19 on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the
20 Settlement; or (c) submit a dispute regarding the number of Compensable Workweeks.

21 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

22 35. "Settlement Administration Costs" means the amount to be paid to the Settlement
23 Administrator from the Gross Settlement Amount for administration of this Settlement.

24 36. "Settlement Administrator" means Phoenix Settlement Administrator. The Settlement
25 Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the
26 Class; (b) calculating the Individual Class Payments and Individual PAGA Payments based on the
27 Class Information; (c) to the extent applicable, calculating the Employer's Share of Payroll Taxes
28 which Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting

1 the Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing
2 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f)
3 processing and mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class
4 Members; (g) creating and maintaining a static settlement website where relevant documents and
5 information pertaining to the Settlement will be posted, including *inter alia*, the judgment and
6 amended judgment if applicable; and (h) any other tasks as the Parties mutually agree or the Court
7 orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties
8 timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree
9 that they have no financial interest or other relationship with Phoenix Settlement Administrator that
10 could create a conflict of interest. Should a conflict of interest or other issue lead to the
11 disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a
12 suitable replacement.

13 37. “Settlement Class” or “Settlement Class Members” means all Class Members who
14 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

15 **RECITALS**

16 38. Procedural History. On December 20, 2022, Plaintiff filed a complaint against
17 Defendant in Los Angeles County Superior Court, Case No.: 22STCV39401. Defendant has filed an
18 answer to the complaint.

19 39. Investigation and Discovery. The Parties have conducted significant investigation of
20 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
21 discovery and investigation includes, *inter alia*, the exchange of information and documents
22 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
23 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
24 law as applied to the facts of Plaintiff’s claims and Defendant’s potential defenses thereto.

25 40. Mediation. The Parties participated in a private mediation session with Todd Smith,
26 Esq., on December 14, 2023. The Parties were able to reach a proposed class action settlement that
27 would fully resolve this matter.

1 41. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
2 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
3 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
4 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
5 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
6 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
7 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
8 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
9 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
10 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
11 best interests of the Class.

12 **STIPULATION AND AGREEMENT**

13 42. NOW THEREFORE, in consideration of the mutual covenants, promises, and
14 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

15 43. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind
16 Plaintiff, Settlement Class Members, PAGA Aggrieved Employees, and Defendant, subject to the
17 terms and conditions hereof.

18 44. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
20 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
21 communication or disclosure between or among the Parties or their attorneys and other advisers, is
22 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
23 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
24 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
25 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
26 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
27 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
28 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty

1 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
2 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
3 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
4 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
5 contemplated by this Agreement.

6 45. Class Certification. The Parties stipulate to class certification for purposes of
7 settlement only. If the Court does not grant either preliminary or final approval of this Settlement,
8 the Parties stipulate that this stipulation regarding class certification will be revoked and the Parties
9 will return to a point in litigation immediately prior to the execution of this Settlement Agreement.

10 46. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
11 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
12 have this matter presented to the Court for preliminary and final approval.

13 47. LWDA Notice. Plaintiff acknowledges and agrees that he will provide notice to the
14 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

15 48. Release of Claims by Plaintiff. Plaintiff releases the "Released Claims by Plaintiff"
16 as of the date when Defendant fully funds the Gross Settlement Amount and any additional employer
17 payroll taxes owed under this Settlement Agreement.

18 49. Release of Class Claims by Settlement Class Members. Settlement Class Members
19 release the "Released Claims by Settlement Class Members" as of the date when Defendant fully
20 funds the Gross Settlement Amount and any additional employer payroll taxes owed under this
21 Settlement Agreement.

22 50. Release of PAGA Claims by PAGA Aggrieved Employees. PAGA Aggrieved
23 Employees release the "Released PAGA Claims" as of the date when Defendant fully funds the Gross
24 Settlement Amount and any additional employer payroll taxes owed under this Settlement
25 Agreement.

26 51. Settlement Administration. Within twenty (20) calendar days after the Preliminary
27 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.
28

1 52. Notice to the Class. Upon receipt of the Class Information, the Settlement
2 Administrator will perform a search based on the National Change of Address Database to update
3 and correct any known or identifiable address changes. Within ten (10) calendar days after receiving
4 the Class Information, the Settlement Administrator shall mail copies of the Class Notice to all Class
5 Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
6 judgment to determine the current mailing address for each Class Member. The address identified by
7 the Settlement Administrator as the current mailing address shall be presumed to be the best mailing
8 address for each Class Member.

9 a. The Class Notice and Procedure Comports with Due Process. The Parties
10 agree that the notice procedures outlined in this Agreement provide the best and most practical
11 method of giving notice to the Class and fully comply with due process and all applicable laws and
12 rules.

13 b. Undeliverable Notices. Any Class Notice returned to the Settlement
14 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
15 forwarding address affixed thereto within ten (10) calendar days. If no forwarding address is
16 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
17 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
18 Member involved, and shall then perform a re-mailing, if another mailing address is identified by the
19 Settlement Administrator. If the undeliverable notice is for a currently employed Class Member, the
20 Settlement Administrator shall contact Defendant, which will then make all reasonable efforts to
21 obtain the Class Member's current mailing address within ten (10) calendar days and provide it to
22 the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
23 shall have twenty (20) days after the postmark date of the re-mailed Notice of Class Settlement to:
24 (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the
25 number of Compensable Workweeks attributed to them.

26 c. Disputes Regarding Compensable Workweeks. Class Members will have the
27 opportunity, should they disagree with Defendant's records regarding the number of Compensable
28 Workweeks attributed to them in the Class Notice, to provide documentation and/or an explanation

1 to show contrary information by the Response Deadline. The dispute form must: (a) contain the full
2 name, address, and telephone number of the Class Member, and the last four digits of the Class
3 Member's social security number or full employee ID number; (b) contain the case name and case
4 number; (c) contain a clear statement by the Class Member that he or she is disputing the number of
5 Compensable Workweeks and the basis for the dispute; (d) be signed by the Class Member; and (e)
6 be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
7 envelope on the dispute form, or the date the e-mail is sent, shall be the exclusive means used to
8 determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator
9 will consult with the Parties to determine whether an adjustment is warranted. The Settlement
10 Administrator shall then determine the eligibility for, and the amounts of, any Individual Class
11 Payments and/or Individual PAGA Payments under the terms of this Agreement. In the absence of
12 circumstances indicating fraud, manipulation or destruction, Defendant's records shall be presumed
13 to be accurate.

14 d. Requests for Exclusion. Class Members who wish to exclude themselves from
15 the Settlement must mail to the Settlement Administrator a Request for Exclusion by the Response
16 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
17 of the Class Member, and the last four digits of the Class Member's social security number; (b)
18 contain the case name and case number; (c) contain a clear statement by the Class Member that he
19 or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be
20 postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
21 envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive means
22 used to determine whether it has been timely submitted. Any Class Member who requests to be
23 excluded from the Settlement Class shall not be entitled to any Individual Class Payment, shall not
24 release any of the Released Claims by Settlement Class Members, and shall not have any right to
25 object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for
26 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any
27 Final Approval Order and Judgment entered in this Action. Any Class Member who submits a valid
28

1 and timely Request for Exclusion cannot opt-out of PAGA portion of this Settlement and will still
2 receive their share of the PAGA portion of this Settlement.

3 e. Objections. Settlement Class Members who wish to object to the Settlement
4 may do so orally at the Final Approval Hearing without the need to submit a written Objection, or
5 by mailing to the Settlement Administrator a written Objection by the Response Deadline. The
6 written Objection must: (a) contain the full name, address, and telephone number of the Class
7 Member, and the last four digits of the Class Member's social security number; (b) contain the case
8 name and case number; (c) contain the dates of employment of the Class Member; (d) be signed by
9 the Class Member; (e) state the basis for the Objection, including any legal briefs, papers or
10 memoranda in support of the Objection; and (f) be postmarked or e-mailed by the Response Deadline.
11 The date of the postmark on the return mailing envelope on the written Objection, or the date the e-
12 mail is sent, shall be the exclusive means used to determine whether the written Objection has been
13 timely submitted. Class Members who fail to make Objections in the manner specified above shall
14 be deemed to have waived any objections and shall be foreclosed from making any objections
15 (whether by appeal or otherwise) to the Settlement. Class Counsel shall not represent any Class
16 Members with respect to any Objections. The Settlement Administrator will provide the Parties with
17 any written Objection within seven (7) calendar days of its receipt of any Objection. Plaintiff will
18 file any and all written Objections with the Court in advance of the Final Approval Hearing. Class
19 Members who have validly opted out of the Settlement have no right to object to any of the class
20 action components of the Settlement.

21 53. Funding Gross Settlement Amount. Within thirty (30) days of the Effective Date,
22 Defendant shall wire transfer the full Gross Settlement Amount. Defendant shall also separately pay
23 Employer's Share of Payroll Taxes to the Settlement Administrator as calculated and directed by the
24 Settlement Administrator at the time of funding the Gross Settlement Amount. The Settlement
25 Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount
26 and employer payroll taxes.

27 54. Allocation of Settlement. Individual Class Payments will be paid from the Net
28 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual

1 Class Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last
2 known mailing address.

3 a. The Settlement Administrator shall calculate the Individual Class Payment for
4 each Settlement Class Member based on the Class Information provided by Defendant. The Net
5 Settlement Amount will be divided by the total Compensable Workweeks during the Class Period
6 for all Settlement Class Members and the result will then be multiplied by each Settlement Class
7 Members' Compensable Workweeks during the Class Period to determine his or her Individual Class
8 Payment.

9 1. Individual Class Payments due to each Settlement Class
10 Member shall be designated as follows:

11 (a). Twenty-eight percent (28%) of the Individual Class Payment
12 shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding
13 of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be
14 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
15 issue a W-2 Form to each Settlement Class Member in relation to this payment.

16 (b). Sixty-two percent (62%) of the Individual Class Payment shall
17 represent payment of all penalties. These payments will not be subject to withholding of local, state,
18 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
19 Class Member in relation to these payments.

20 (c). Ten percent (10%) of the Individual Class Payment shall
21 represent payment of all interest. These payments will not be subject to withholding of local, state,
22 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
23 Class Member in relation to these payments.

24 b. The Settlement Administrator shall calculate the Individual PAGA Payment
25 for each PAGA Aggrieved Employee based on the Class Information provided by Defendant. The
26 PAGA Aggrieved Employees' 25% share of the PAGA Penalties will be divided by the total
27 Compensable Workweeks during the PAGA Period for all PAGA Aggrieved Employees and the
28 result will then be multiplied by each PAGA Aggrieved Employees' Compensable Workweeks

1 during the PAGA Period to determine his or her Individual PAGA Payment. Individual PAGA
2 Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator
3 will issue an IRS Form 1099 to each PAGA Aggrieved Employee in relation to these payments.

4 c. Un-Negotiated Individual Payment Checks.

5 Individual Class Payment checks and Individual PAGA Payment checks shall remain negotiable for
6 one hundred and eighty (180) calendar days from the postmark date of issuance. If the Individual
7 Class Payment check and/or Individual PAGA Payment check is not cashed, deposited, or otherwise
8 negotiated within the 180-day deadline, the check will be voided, and the funds associated with any
9 such voided checks shall be paid in the name of the Class Member and/or PAGA Aggrieved
10 Employee to the State of California Controller's Unclaimed Property Fund. Neither Defendant,
11 Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any liability for lost or stolen
12 settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement
13 checks or failure to timely cash a settlement check within the 180-day period. The Settlement
14 Administrator shall send a reminder postcard to any Class Member and/or PAGA Aggrieved
15 Employee whose settlement distribution check has not been negotiated within sixty (60) days after
16 the date of mailing.

17 d. Certification By Settlement Administrator. The Parties have the right to
18 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
19 Administrator concerning the administration of the Settlement will be resolved by the Court, under
20 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
21 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
22 completion of administration of the Settlement, the Settlement Administrator shall provide written
23 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
24 necessary.

25 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
26 by Settlement Class Members and/or PAGA Aggrieved Employees shall be deemed to be income
27 solely in the year in which such awards actually are received. It is expressly understood and agreed
28 that the receipt of such Individual Class Payments and/or Individual PAGA Payments will not entitle

1 any Settlement Class Member and/or PAGA Aggrieved Employee to additional compensation or
2 benefits under any company compensation or benefit plan or agreement in place during the period
3 covered by the Settlement, nor will it entitle any Settlement Class Member and/or PAGA Aggrieved
4 Employee to any increased pension and/or retirement, or other deferred compensation benefits. It is
5 the intent of this Settlement that any Individual Class Payments and/or Individual PAGA Payments
6 provided for in this Agreement are the sole payments to be made by Defendant to the Settlement
7 Class Members and PAGA Aggrieved Employees in connection with this Settlement, and that the
8 Settlement Class Members and PAGA Aggrieved Employees are not entitled to any new or additional
9 compensation or benefits as a result of having received the Individual Class Payments and/or
10 Individual PAGA Payments (notwithstanding any contrary language or agreement in any benefit or
11 compensation plan document that might have been in effect during the period covered by this
12 Settlement).

13 f. Class Representative Service Award. Defendant agrees not to oppose or
14 object to a Class Representative Service Award to Plaintiff of up to Six Thousand Dollars
15 (\$6,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099
16 – MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff
17 shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative
18 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
19 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
20 The Class Representative Service Award shall be in addition to Plaintiff's Individual Class Payment
21 and Individual PAGA Payment. This Settlement is not contingent upon the Court awarding Plaintiff
22 a Class Representative Service Award in any amount, and any amount requested by Plaintiff for the
23 Class Representative Service Award that is not granted by the Court shall return to the Net Settlement
24 Amount and be distributed to Settlement Class Members as provided in this Agreement.

25 g. Class Counsel Award. Defendant agrees not to oppose or object to any
26 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
27 Settlement Amount, or One Hundred and Twenty-Five Thousand Dollars and zero cents
28 (\$125,000.00). Defendant further agrees not to oppose any application or motion by Class Counsel

1 for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this
2 matter from the Gross Settlement Amount, up to, but not to exceed Seventeen Thousand Dollars
3 (\$17,500.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
4 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form
5 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is
6 not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and
7 costs. Any amount requested by Class Counsel for the Class Counsel Award and costs that is not
8 granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
9 Members as provided in this Agreement.

10 h. Settlement Administration Costs. The Settlement Administrator shall be paid
11 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
12 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
13 \$7,250 unless otherwise approved by the Court. Prior to the filing of a motion for final approval of
14 this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
15 costs of administration.

16 i. Payment to the LWDA. Twenty-Five Thousand Dollars and Zero Cents
17 (\$25,000) from the Gross Settlement Amount will be allocated to penalties under the Private
18 Attorneys General Act of 2004. Seventy-five percent (75%) of that amount, or \$18,750, will be paid
19 to the LWDA and twenty-five (25%) of that amount, or \$6,250, will be paid to the PAGA Aggrieved
20 Employees. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

21 55. Distribution of Settlement Payments. Individual Class Payments to Settlement Class
22 Members, Individual PAGA Payments to PAGA Aggrieved Employees, the Class Representative
23 Service Award, the Class Counsel Award, Settlement Administration Costs, and payment to the
24 LWDA, shall all be distributed by the Settlement Administrator within fourteen (14) calendar days
25 of receipt of the Gross Settlement Amount from Defendant. No person shall have any claim against
26 Defendant, Defendant's Counsel, Plaintiff, Settlement Class Members, Class Counsel, or the
27 Settlement Administrator based on distributions and payments made in accordance with this
28 Agreement.

1 56. Workweek Differential. It is currently estimated that Class Members worked 10,100
2 Compensable Workweeks in the Class Period. If the number of Compensable Workweeks in the
3 Class Period increases by more than 7.5%, or 758 additional Compensable Workweeks above 10,100,
4 there will be a pro rata adjustment to the Gross Settlement Amount by the same proportion as the
5 increase above 7.5% (e.g., if the number of Compensable Workweeks increases by 10%, i.e., 1,010
6 additional Compensable Workweeks, the Gross Settlement Amount shall increase by 2.5%, i.e.
7 \$9,375).

8 57. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
9 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
10 approval of the Settlement and amounts properly payable for: (a) Individual Class Payments; (b)
11 Individual PAGA Payments; (c) the Class Counsel Award; (d) the Class Representative Service
12 Award; (e) payment to the LWDA; and (f) the Settlement Administration Costs.

13 58. Nullification of Settlement Agreement. In the even the Settlement does not become
14 final for any reason, then this Agreement, and any documents generated to bring it into effect, shall
15 be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
16 likewise be treated as void from the beginning. In the event an appeal is filed from the Court's Final
17 Approval Order and Judgment, or any other appellate review is sought, administration of the
18 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
19 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
20 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
21 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
22 of said notification.

23 59. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
24 Members or PAGA Aggrieved Employees pursuant to this Agreement shall be deemed not to be
25 pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the
26 employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class
27 Members or PAGA Aggrieved Employees.

1 60. No Admission by Defendant. Defendant denies any and all claims alleged in this
2 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
3 admission, and shall not be used against Defendant as an admission or indication with respect to any
4 claim of any fault, concession, or omission by any Defendant. The Parties agree that class
5 certification and representative treatment is for purposes of this Settlement only. If, for any reason
6 the Court does grant preliminary approval, final approval or enter judgment, Defendant reserves the
7 right to contest certification of any class for any reasons, and Defendant reserves all available
8 defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on
9 any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
10 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
11 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
12 this Agreement).

13 61. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
14 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
15 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
16 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
17 only and do not constitute a part of this Agreement.

18 62. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
19 except such proceedings necessary to implement and complete the Settlement, holding the Action in
20 abeyance pending the final approval hearing to be conducted by the Court.

21 63. Dispute Resolution. Should any dispute arise among the Parties or their respective
22 counsel regarding the implementation or interpretation of this Settlement Agreement, the Parties shall
23 meet and confer and/or seek the assistance of a mediator in an attempt to resolve such disputes prior
24 to submitting such disputes to the Court.

25 64. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion
26 exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw
27 from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab
28 initio, have no force or effect whatsoever, and that neither Party will have any further obligation to

1 perform under this Agreement; provided, however, Defendant will remain responsible for paying all
2 Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the
3 Court of its election to withdraw not later than seven (7) days after the Administrator sends the final
4 report of Requests for Exclusions to Defendant's counsel; late elections will have no effect.

5 65. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
6 and Defendant's counsel separately agree that, until the motion for preliminary approval of settlement
7 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
8 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
9 indirectly, specifically or generally, to any person, corporation, association, government agency or
10 other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be
11 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
12 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
13 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
14 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
15 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defendant's
16 counsel separately agree not to, directly or indirectly, initiate any conversation or other
17 communication, before the filing of the motion for preliminary, with any third party regarding this
18 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
19 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications
20 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

21 66. No Solicitation. The Parties separately agree that they and their respective counsel
22 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
23 from the judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
24 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
25 to Class Members.

26 67. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
27 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
28 was the drafter or participated in the drafting.

1 68. Confidentiality. To the extent permitted by law, all agreements made and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

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

7 70. Amendment or Modification. This Agreement may be amended or modified only by
8 a written instrument signed by counsel for all Parties.

9 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
10 the entire Agreement among these Parties, and no oral or written representations, warranties, or
11 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
12 representations, warranties, and covenants contained and memorialized in the Agreement and its
13 Exhibits.

14 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
15 and represent they are expressly authorized by the Parties whom they represent to negotiate this
16 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
17 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
18 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
19 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
20 unable to reach agreement on the form or content of any document needed to implement the
21 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
22 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
23 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
24 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
25 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
26 covered by this Settlement to a third-party.

27 73. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
28 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 74. California Law Governs. All terms of this Settlement Agreement and the Exhibits
2 hereto shall be governed by and interpreted according to the laws of the State of California.

3 75. Counterparts. This Settlement Agreement may be executed in one or more
4 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
5 instrument.

6 76. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
7 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
8 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

9 77. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
10 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
11 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
12 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
13 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
14 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
15 are subject to approval by the Court.

16 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
19 and enforceable.

20
21 Dated: 3/11/2024

By: Miguel R. Zepeda
Miguel R. Zepeda

22
23
24 Dated: _____

By: _____
General Pump, Inc.

25
26 Title: _____
27
28

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2 hereto shall be governed by and interpreted according to the laws of the State of California.

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10 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
11 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
12 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
13 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
14 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
15 are subject to approval by the Court.

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17 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
19 and enforceable.

20
21 Dated: _____

By: _____
Miguel R. Zepeda

22
23
24 Dated: 4/26/2024 _____

By:  _____
General Pump, Inc.

25
26 Title: CEO _____
27
28

1 APPROVED AS TO FORM:

2
3 Dated:

3/11/21



Scott E. Wheeler
Justin A. Wheeler
Law Office of Scott E. Wheeler

Counsel for Plaintiff and the Putative Class

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8 Dated:

By:

Nicky Jatana
Paul J. Cohen
JACKSON LEWIS P.C.

Counsel for Defendant

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APPROVED AS TO FORM:

Dated: _____

By: _____

Scott E. Wheeler
Justin A. Wheeler
Law Office of Scott E. Wheeler

Counsel for Plaintiff and the Putative Class

Dated: April 29, 2024

By: _____



Nicky Jatana
Paul J. Cohen
JACKSON LEWIS P.C.

Counsel for Defendant

EXHIBIT A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Miguel R. Zepeda v. General Pump, Inc.*, California Superior Court, County of Los Angeles, Case No.: 22STCV39401 (the “Action”).

The Action was filed by Miguel Zepeda (“Plaintiff”) a former employee of General Pump, Inc. (“Defendant”) and seeks (1) damages for a class of all non-exempt employees of Defendant who worked for Defendant in California during the Class Period of December 18, 2018 through February 15, 2024 (“Class Members” or the “Class”) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period of October 16, 2021 through February 15, 2024 (“PAGA Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

According to Defendant’s records, you have been identified as a Class Member and/or a PAGA Aggrieved Employee, and therefore are receiving this Notice. Also according to Defendant’s records, your estimated Individual Class Payment is \$_____ and your estimated Individual PAGA Payment is \$_____. These amounts are only estimates; they may be higher or lower than estimated. See below for additional details.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. In exchange, you will give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the class portion of the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the class portion of the Settlement. You cannot opt-out of the PAGA portion of the Settlement.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees of Defendant who worked for Defendant in California during the Class Period of December 18, 2018 through February 15, 2024 (“Class Members”).

According to Defendant’s records, you are a Class Member.

If according to Defendant's records, you were employed by Defendant from October 16, 2021 through February 15, 2024, you are a PAGA Aggrieved Employee as well.

What is this case about?

In the Action, Plaintiff, on behalf of himself and the Class, accuses Defendant of violating California labor laws and asserts various claims including but not limited to claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to provide recovery periods; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to pay timely wages; (7) failure to pay all wages owed and due at termination of employment; (8) failure to maintain required records; (9) failure to provide accurate itemized wage statements; (10) failure to indemnify for necessary business expenditures; (11) violation of the California Unfair Competition Law; and (12) violation of the PAGA.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant's Counsel

JACKSON LEWIS P.C.

Nicky Jatana
Paul J. Cohen
725 South Flower Street, Suite 2500
Los Angeles, California 90017
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$375,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least **\$(ADMIN TO INSERT)**.

From this Net Settlement Amount, Individual Class Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Compensable Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of December 18, 2018, through February 15, 2024, you worked Compensable Workweeks in California, and therefore, your Individual Class Payment is estimated to be \$.

According to Defendant's records, during the period of October 16, 2021, through February 15, 2024, you worked [REDACTED] Compensable Workweeks in California, and therefore, your Individual PAGA Payment is estimated to be \$ [REDACTED].

These amounts are only estimates. Your actual settlement payments may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator by mail to [REDACTED], or by e-mail to [REDACTED]. The dispute must be postmarked or emailed no later than [Response Deadline]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) be signed by you. You may also wish to attach any documentation in support of your dispute. The Settlement Administrator will resolve workweek disputes based on your submission and on input from counsel for Plaintiff and Defendant. The Settlement Administrator's decision is final and cannot be appealed or otherwise challenged.

When and how will I receive payment?

If the Court grants final approval of the Settlement, Defendant will fund the Gross Settlement Amount not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed. The Settlement Administrator will distribute Individual Class Payments and Individual PAGA Payments within 14 days of receipt of the Gross Settlement Amount from Defendant. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. **Contact the Settlement Administrator if you change your address or other any other contact information changes.**

Any funds that are not timely negotiated by Settlement Class Members will be paid in the name of the Class Member to the State of California Controller's Unclaimed Property Fund.

The Individual Class Payment issued to you will be allocated as follows: twenty-eight percent (28%) as wages, sixty-two percent (62%) as penalties, and ten percent as interest. The wage portion of the Individual Class Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Class Payment. The Individual PAGA Payment will be counted as penalties rather than wages for tax purposes. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with your own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$ [REDACTED] (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$ [REDACTED]. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment to Plaintiff of up to \$6,000 for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$ [REDACTED]. A payment in the amount of \$ [REDACTED] will also be made to the LWDA for its share of PAGA penalties, while \$ [REDACTED] will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, the Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties, for the duration of the Class Period, from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint in the Action and ascertained in the course of the Action, including, e.g., any and all federal, California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or causes of action involving any alleged (a) failure to provide meal periods and/or pay meal period premiums; (b) failure to provide rest breaks and/or pay rest break premiums; (c) failure to provide recovery periods and/or pay recovery period premiums; (d) failure to pay premiums and or wages at the correct rate of pay; (e) failure to pay overtime wages; (f) failure to pay minimum wages; (g) failure to pay timely wages; (h) failure to pay all wages owed and due upon termination; (i) failure to maintain required records; (j) failure to furnish accurate itemized wage statements; (k) failure to provide reimbursement for employment-related expenses; (l) failure to provide for supplemental COVID-19 sick leave; and (m) violation of California Business & Professions Code section 17200, *et seq.*

In addition, after the Judgment is final and Defendant has fully funded the Gross Settlement Amount, all PAGA Aggrieved Employees, whether or not they exclude themselves from the class portion of the Settlement, will be bound by the following release:

All PAGA Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties, for the duration of the PAGA Period, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint in the Action, and Plaintiff's LWDA letter dated October 13, 2022, and ascertained in the course of the Action including, e.g., any and all claims involving any alleged (a) failure to provide meal periods and/or pay meal period premiums; (b) failure to provide rest breaks and/or pay rest break premiums; (c) failure to provide recovery periods and/or pay recovery period premiums; (d) failure to pay premiums and or wages at the correct rate of pay; (e) failure to pay overtime wages; (f) failure to pay minimum wages; (g) failure to pay timely wages; (h) failure to pay all wages owed and due upon termination; (i) failure to maintain required records; (j) failure to furnish accurate itemized wage statements; (k) failure to provide reimbursement for employment-related expenses; (l) failure to provide for supplemental COVID-19 sick leave..

"Released Parties" collectively mean: Defendant and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, owners, shareholders, members, managers, representatives, insurers, reinsurers, assigns, officers, directors and attorneys thereof.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to [REDACTED]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) contain a clear statement that you are electing to

be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any Individual Class Payment but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the final approval hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at [REDACTED], a written statement of objection, or e-mail the written objection to [REDACTED]. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) contain the dates of your employment with Defendant; (4) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (5) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the final approval hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on _____ in Department 14 of the Los Angeles Superior Court, Spring Street Court House, located at 312 N Spring St, Los Angeles, CA 90012. The final approval hearing may be continued without further notice to Class Members unless a Class Member filed an objection to the Settlement. You are not required to attend the final approval hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles Superior Court Spring Street Court House, located at 312 N Spring St, Los Angeles, CA 90012. A copy of the Settlement Agreement was filed on [REDACTED], 2024 and is attached to the Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval. You can also visit the Court's website at: www.lacourt.org for more information.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE