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Attorneys for Plaintiffs Everlin Blanco and Rudy Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EVERLIN BLANCO, RUDY RAMIREZ,
individually, and on behalf of other
members of the general public similarly
situated

Plaintiffs,

vs.

CALIFORNIA BOILER, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01292011-CU-OE-XC
Assigned to Hon. Layne H. Melzer
Department CX-102

CLASS ACTION

**SUPPLEMENTAL DECLARATION
OF AARON C. GUNDZIK IN
FURTHER SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

**Date: July 17, 2025
Time: 2:00 p.m.
Dept.: CX-102**

Action Filed: November 16, 2022

I, Aaron C. Gundzik, declare as follows:

1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiffs Everlin Blanco and Rudy Ramirez. This Declaration is submitted in further support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. I am admitted to practice law in the state of California. I have personal knowledge of the matters set forth herein, and, if called as a witness, could competently

1 testify thereto.

2 3. Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement
3 (“Motion”) was filed on February 11, 2025. The Motion was originally scheduled for
4 hearing on May 16, 2025, but continued by the Court to May 22, 2025. Prior to the hearing,
5 the Court issued a tentative ruling on the Motion. The parties to the action submitted on the
6 Court’s tentative ruling. On May 22, 2025, the Court issued a Minute Order adopting the
7 tentative ruling. A copy of the Court’s May 22, 2025, Minute Order is attached hereto as
8 **Exhibit A.**

9 4. In response to the tentative ruling, the parties have signed their First
10 Amended Stipulation of Class Action and PAGA Settlement (“First Amended Settlement
11 Agreement”). A copy of the First Amended Settlement Agreement is attached hereto as
12 **Exhibit B.** Attached as **Exhibit C**, is a red-lined version of the First Amended Settlement
13 Agreement showing all revisions to the original settlement agreement.

14 5. The parties have also revised the notice of settlement, a copy of which is
15 attached hereto as **Exhibit D.** And a redlined version of the revised notice is attached as
16 **Exhibit E.**

17 6. Set forth below are the Court’s comments to the settlement, notice and
18 proposed order, along with an explanation of how the parties’ First Amended Settlement
19 Agreement, notice and proposed order have addressed the Court’s comments.

20 **SETTLEMENT**

21 7. Court Comment 1: *File proof all moving papers were served on the LWDA.*

22 8. Response: The Declaration of Aaron Gundzik (ROA # 98), ¶ 17, Exhibit 2,
23 confirms that the original moving papers were provided to the LWDA on January 21, 2025.
24 Plaintiff’s counsel provided the LWDA with a copy of the Court’s May 22, 2025, Minute
25 Order on May 28, 2025. A copy of the LWDA’s email confirmation of such submission is
26 attached hereto as **Exhibit F.** Further, on June 25, 2025, Plaintiff’s counsel filed a proof of
27 service of such submission with the Court. Finally, on July 2, 2025, Plaintiff’s counsel
28 submitted this Supplemental Declaration to the LWDA. A copy of the LWDA’s email

confirmation of such submission is attached hereto as **Exhibit G**. The proof of service appended to this Supplemental Declaration also reflects service on the LWDA.

9. Court Comment 2: *The court prefers the notice be accompanied by separate forms with instructions to be completed by a class member seeking to be excluded, a separate form to be completed to dispute the administrator's calculation, and a separate form to be completed by a class member wishing to object. The settlement agreement and notice should be revised accordingly.*

10. Response: The parties have prepared the forms (along with Spanish translations). The forms are attached to the revised notice of settlement. See Ex. D. The First Amended Settlement references the use of these forms. See Ex. B, ¶¶ II.T, II.U, II.II, IV.E, IV.H.1, IV.L.5.

11. Court Comment 3: *The wage allocation for tax purposes of 20% appears low. Either increase the amount to at least 30% or explain why 20% is appropriate.*

12. Response: The allocation has been revised to 30% wages. See Ex. B, ¶ IV.L.6.

13. Court Comment 4: *Provide the notice letter(s) submitted to the LWDA.*

14. Response: The PAGA notice letter, submitted to the LWDA on October 5, 2022, is attached hereto as **Exhibit H**.

15. Court Comment 5: *Why is the installment payment structure necessary and what evidence supports the necessity?*

16. Response: Defendant will address this comment in a declaration filed with the Court.

17. Court Comment 6: *The "Released Parties" provision is overbroad. Stip. ¶ II.GG. For example, it includes unrelated, ambiguous and/or unidentified third parties such as insurers, agents, attorneys and "any individual or entity".*

18. Response: The “Released Parties” definition has been revised in the First Amended Settlement Agreement to provide as follows:

“Released Parties” means Defendant and all of its present and former parent

1 companies, subsidiaries, divisions, related and affiliated companies.

2 Ex. B, ¶ II.GG.

3 19. Court Comment 7: *The "Released Claims" provision is overbroad. Stip. ¶*
4 *II.FF. For example, it should not include claims "related to the allegations". The release of*
5 *the class members' claims must be fairly tailored to the claims that were or reasonably*
6 *could have been asserted in the lawsuit based on the facts alleged in the operative*
7 *complaint. Additionally, the PAGA release is separate and should not be incorporated by*
8 *reference.*

9 20. Response: The “Released Claims” definition has been revised in the First
10 Amended Settlement Agreement to provide as follows:

11 “Released Claims” means all claims arising during the Class Period under
12 state, federal or local law, whether statutory, common law or administrative
13 law, that were made or that reasonably could have been made based on the
14 allegations in the Complaint which allege: (1) Failure to Pay Overtime; (2)
15 Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period
16 Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Earned
17 Wages Upon Termination; (6) Failure to Pay Wages Timely During
18 employment; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to
19 Maintain Requisite Payroll Records; (9) Failure to Reimburse for Business
20 Expenses; and (10) Unfair Competition in Violation of Business and
21 Professions Code Section 17200 and their request for damages, including, but
22 not limited to, claims for injunctive relief; liquidated damages, penalties of any
23 nature; interest; fees and costs. Class Members shall not waive section 1542 of
24 the California Civil Code.

25 Ex. B, ¶ II.FF.

26 21. Court Comment 8: *The "PAGA Released Claims" provision is overbroad.*
27 *Stip. ¶ II.AA. For example, it should not include claims "related to the allegations". This*
28 *release should be limited to all claims for PAGA penalties that were alleged, or reasonably*

1 *could have been alleged, based on the facts contained in the operative complaint and/or*
2 *notice letter to the LWDA.*

3 22. Response: The “PAGA Released Claims” definition has been revised in the
4 First Amended Settlement Agreement to provide as follows:

5 “PAGA Released Claims” means all claims for PAGA civil penalties arising
6 during the PAGA Period, that were alleged, or reasonably could have been
7 alleged, based on the facts contained in the Complaint and/or the October 5,
8 2022, PAGA notice letter to the LWDA, including but not limited to: PAGA
9 violations arising from Defendant's alleged failure to: (1) pay overtime; (2)
10 provide meal periods; (3) provide rest periods; (4) pay minimum wages; (5)
11 timely pay wages upon termination; (6) timely pay wages during employment;
12 (7) furnish complete and accurate wage statements; (8) keep complete and
13 accurate payroll records; and (9) reimburse business related expenses and
14 costs. PAGA Employees shall not waive section 1542 of the California Civil
15 Code.

16 Ex. B, ¶ II.AA.

17 **NOTICE**

18 23. Court Comment 9: *The notice should be revised consistent with the above.*

19 24. Response: The notice has been revised. See Ex. D.

20 25. Court Comment 10: *Correct the Department Number.*

21 26. Response: The Department number has been changed to CX-102.

22 27. Court Comment 11: *Identify named Plaintiffs by full names (¶ 5(b)).*

23 28. Response: The names have been added to the notice. Ex. D, ¶ 5(b).

24 29. Court Comment 12: *The request for exclusion, objection, and dispute forms*
25 *should be attached and their use referenced.*

26 30. Response: The forms have been attached to the notice and are referenced in
27 Exhibit D, paragraphs 9(b), 9(c) and 9(d).

1 31. Court Comment 13: *How will class and PAGA members receive notice of*
2 *final judgment?*

3 32. Response: The notice now advises recipients that the final judgment will be
4 posted on the Settlement Administrator's website. Ex. D, ¶ 10.

5 33. Court Comment 14: *Disclose the fee splitting arrangement.*

6 34. Response: The details of the fee splitting arrangement between proposed
7 Class Counsel has been added to the notice. Ex. D, ¶ 5(a).

8 **PROPOSED ORDER**

9 35. Court Comment 15: *The proposed order should be revised consistent with the*
10 *above.*

11 36. Response: The proposed order has been revised accordingly.

12 37. Court Comment 16: *Counsel's information should be deleted from caption*
13 *page.*

14 38. Response: The caption page of the proposed order no longer includes
15 counsel's information.

16 39. Court Comment 17: *Correct the Judicial Officer and Department number.*

17 40. Response: The proposed order now reflects Hon. Layne H. Melzer as the
18 Judicial Officer and CX-102 as the Department.

19 41. Court Comment 18: *The document title and footer should be "[Proposed]*
20 *Order Granting Preliminary Approval of Class Action and PAGA Settlement".*

21 42. Response: The document title and footer now read: "[Proposed] Order
22 Granting Preliminary Approval of Class Action and PAGA Settlement".

23 43. Court Comment 19: *The operative settlement and any amendments should be*
24 *identified by ROA numbers.*

25 44. Response: The ROA numbers have been added to the proposed order.

26 45. Court Comment 20: *Once finalized, the notice, forms and the Spanish*
27 *translations of the forms and notice should be attached (¶ B).*

28

1 46. Response: The draft forms, along with Spanish translations are now attached
2 to the proposed order.

3 47. Court Comment 21: *In paragraph C(vii), delete “a” in line 3:15, identify*
4 *representative plaintiffs by name, and include the not to exceed amount of attorney’s fees.*

5 48. Response: The “a” has been deleted from paragraph C(vii) and the other
6 information has been added.

7 49. Court Comment 22: *The findings in paragraphs E, F, G, 2, 5, 6, and 7 should*
8 *reflect they are made on a “preliminary” basis only.*

9 50. Response: These paragraphs have been revised to indicate that the findings in
10 paragraphs E, F, G, 2, 5, 6 and 7 are preliminary.

11 51. Court Comment 23: *Delete paragraph H.*

12 52. Response: Paragraph H has been removed from the proposed order.

13 53. Court Comment 24: *Propose a Final Approval hearing date.*

14 54. Response: The parties propose December 5, 2025, for the Final Approval
15 hearing. This date has been added to the proposed order.

16 55. Court Comment 25: *The dates for delivery and distribution of funds (pg. 6)*
17 *should be included in the final approval order only.*

18 56. Response: This information has been removed from the proposed order.

19 I declare under penalty of perjury under the laws of the state of California that the
20 foregoing is true and correct.

21 DATED: July 2, 2025



Aaron C. Gundzik

Exhibit A

(May 22, 2025, Minute Order)

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Blanco vs. California Boiler, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2022-01292011-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), dated , was transmitted electronically by an Orange County Superior Court email server on May 28, 2025, at 2:52:43 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

GUNDZIK GUNDZIK HEEGER LLP
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Clerk of the Court, by: , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 05/22/2025

TIME: 02:00:00 PM

DEPT: CX102

JUDICIAL OFFICER PRESIDING: Layne H. Melzer

CLERK: L. Mendez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: A. Condaras

CASE NO: **30-2022-01292011-CU-OE-CXC** CASE INIT.DATE: 11/16/2022

CASE TITLE: **Blanco vs. California Boiler, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74503328

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Everlin Blanco, Rudy Ramirez

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Preliminary Approval of Class Action Settlement, 02/11/2025

APPEARANCES

No Appearance by all parties

Tentative Ruling posted on the Internet.

The Tentative Ruling was accepted and no appearance was requested.

The Court confirms the tentative ruling, a copy of which is attached hereto and included herein by reference.

Blanco vs. California Boiler, Inc.

30-2022-01292011

Motion for Preliminary Approval of Class Settlement

The court has reviewed and considered the papers filed in support of plaintiffs' motion for preliminary approval of a \$750,000 class action and PAGA settlement. The court has the following questions and comments which must be addressed before preliminary approval is granted:

As to the settlement:

1. File proof all moving papers were served on the LWDA.
2. The court prefers the notice be accompanied by separate forms with instructions to be completed by a class member seeking to be excluded, a separate form to be completed to dispute the administrator's calculation, and a separate form to be completed by a class member wishing to object. The settlement agreement and notice should be revised accordingly.
3. The wage allocation for tax purposes of 20% appears low. Either increase the amount to at least 30% or explain why 20% is appropriate.
4. Provide the notice letter(s) submitted to the LWDA.
5. Why is the installment payment structure necessary and what evidence supports that necessity?
6. The "Released Parties" provision is overbroad. Stip. ¶ II.GG. For example, it includes unrelated, ambiguous and/or unidentified third parties such as insurers, agents, attorneys and "any individual or entity".
7. The "Released Claims" provision is overbroad. Stip. ¶ II.FF. For example, it should not include claims "related to the allegations". The release of the class members' claims must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint. Additionally, the PAGA release is separate and should not be incorporated by reference.

8. The “PAGA Released Claims” provision is overbroad. Stip. ¶ II.AA. For example, it should not include claims “related to the allegations”. This release should be limited to all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the operative complaint and/or notice letter to the LWDA.

As to the notice:

9. The notice should be revised consistent with the above.
10. Correct the Department number.
11. Identify named plaintiffs by full names (¶ 5(b)).
12. The request for exclusion, objection, and dispute forms should be attached and their use referenced.
13. How will class and PAGA members receive notice of final judgement?
14. Disclose the fee splitting arrangement.

As to the proposed order:

15. The proposed order should be revised consistent with the above.
16. Counsel’s information should be deleted from caption page.
17. Correct the Judicial Officer and Department number.
18. The document title and footer should be “[Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement”.
19. The operative settlement and any amendment(s) should be identified by ROA numbers.
20. Once finalized, the notice, forms, and the Spanish translations of the forms and notice should be attached (¶ B).
21. In paragraph C(vii), delete “a” in line 3:15, identify representative plaintiffs by name, and include the not to exceed amount for attorney’s fees.

22. The findings in paragraphs E, F, G, 2, 5, 6, and 7 should reflect they are made on a "preliminary" basis only.
23. Delete paragraph H.
24. Propose a Final Approval hearing date.
25. The dates for the delivery and distribution of funds (pg. 6) should be included in the final approval order only.

The hearing on plaintiffs' motion for preliminary approval of a class action and PAGA settlement is continued to **July 17, 2025 at 2:00 p.m. in Department CX102** to permit the parties to address and respond to the above issues. A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review. The parties shall also provide redlined copies of any revised documents.

Plaintiffs are ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiffs must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

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Exhibit B
(First Amended Settlement Agreement)

EDWIN AIWAZIAN (SBN 232943)
JOANNA GHOSH (SBN 272479)
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Los Angeles, CA 90034
Tel: (818) 290-7461

Attorneys for Plaintiffs

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

EVERLIN BLANCO, RUDY RAMIREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

CALIFORNIA BOILER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2022-01292011-CU-OE-
CXC

**FIRST AMENDED STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: November 16, 2022

This First Amended Settlement Agreement completely replaces and nullifies the
Settlement Agreement executed by the Parties in November 2024.

I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS

This stipulation sets forth the terms of the settlement of a class and representative
action filed on behalf of current and former non-exempt employees who worked for Defendant
California Boiler, Inc., in California during the Class Period, as defined below. The Complaint
alleges causes of action against Defendant for (1) Violation of California Labor Code sections
510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and
512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7

(unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

Under the terms of the parties' Settlement and after final approval and entry of judgment pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement amount of seven hundred and fifty thousand dollars (\$750,000) (the "Gross Settlement Amount"), plus the employer's share of payroll taxes. The Settlement will be administered by a third-party settlement administrator with experience administering class action settlements of this type. Until distribution, the Gross Settlement Amount will be held in a Qualified Settlement Fund established by the Settlement Administrator. This is an opt-out settlement, and Class Members (as defined in Section II) will receive a settlement payment unless they timely submit a Request for Exclusion. Settlement Class Members shall not be required to submit a claim form.

The Parties agree and propose that the following disbursements will be made from the Gross Settlement Amount, subject to Court approval at the Final Approval Hearing:

A. Settlement Administration Costs, not to exceed \$6,850.

B. Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount not to exceed two hundred and sixty-two thousand five hundred dollars (\$262,500), which is 35% of the Gross Settlement Amount;

C. Class Counsel's Costs, as approved by the Court, not to exceed \$25,000;

D. Service Awards to Plaintiffs in the amount \$7,500 each, as payment for their time and efforts in pursuing this Action, and for the broader release and other covenants that

1 they will be providing to Defendant;

2 E. An allocation of \$75,000 to Plaintiff's PAGA claims (the "PAGA Amount"),
3 to be distributed as follows: Payment of \$56,250 to the California Labor and Workforce
4 Development Agency (the "LWDA Payment"), which represents the Labor and Workforce
5 Development Agency's ("LWDA") 75% share of \$75,000. The other 25% of the PAGA
6 Amount (\$18,759) will be distributed to those Class members who worked for Defendant at
7 any time during the PAGA Period (defined below).

8 F. The remainder of the Gross Settlement Amount (the "Net Settlement Amount")
9 will be distributed to Settlement Class Members based on the methodology discussed in
10 section IV.L.1, below. It is estimated that the Net Settlement Amount will be approximately
11 \$365,650, after deductions for Class Counsel's Attorneys' Fees, Class Counsel's Costs,
12 Settlement Administration Costs, the Service Awards, and the PAGA Amount.

13 G. Defendant represents that the Class consisted of approximately 229 members.

14 **II. DEFINITIONS**

15 As used in this Stipulation, the following terms shall have the meanings set forth
16 below:

17 A. "Action" means this putative class and representative action currently pending
18 in Orange County Superior Court titled *Everlin Blanco and Rudy Ramirez v. California Boiler,*
19 *Inc.*, Orange County Superior Court Case No. 30-2022-01292011-CU-OE-CXC.

20 B. "Agreement" or "Stipulation" means this Stipulation of Class Action and
21 PAGA Settlement.

22 C. "Class" means all individuals who were employed by Defendant in California
23 as non-exempt employees during the Class Period (as defined below). Defendant represents
24 that the Class consists of approximately 229 members.

25 D. "Class Counsel" means:

26 a. Edwin Aiwanian, Joanna Ghosh, and Elizabeth Parker-Fawley of
27 LAWYERS for JUSTICE, PC, 450 North Brand Blvd., Suite 900,
28 Glendale, California 91203, (818) 265-1020; and

b. Aaron C. Gundzik and Rebecca G. Gundzik of Gundzik Gundzik Heeger LLP, 3415 S. Sepulveda Blvd., Suite 420, Los Angeles, CA 90034, (818) 290-7461.

E. “Class Counsel’s Attorneys’ Fees” means the amount to be awarded to Class Counsel from the Gross Settlement Amount for their attorneys’ fees for their work in this Action, subject to Court approval at the Final Approval Hearing. Class Counsel’s Attorneys’ Fees will not exceed 35% of the Gross Settlement Amount.

F. “Class Counsel’s Costs” means the amount to be awarded to Class Counsel from the Gross Settlement Amount to reimburse Class Counsel for their actual reasonable costs and expenses incurred in the Action, subject to Court approval at the Final Approval Hearing. Class Counsel’s Costs will not exceed \$25,000.

G. “Class Data” means each Class Member’s and PAGA Employee’s full name, social security number, last known address, email address (if in Defendant’s possession) and telephone number(s), along with the Class Member’s number of Qualifying Workweeks and the number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period.

H. “Class Member” is a person who is a member of the Class.

I. “Class Period” means the period from November 16, 2018, through September 19, 2024.

J. “Complaint” means Plaintiffs’ First Amended Complaint, which was filed on September 17, 2024.

K. “Court” means the Superior Court of the State of California, in and for Orange County, where the Action is currently pending.

L. “Defendant” means California Boiler, Inc.

M. “Defendant’s Counsel” means Nicole M. Shaffer and Mayra Hernandez of Jackson Lewis, PC, 3390 University Ave., Suite 110, Riverside, CA 92501, (951) 848-7940.

N. “Employer’s Withholding Share” means Defendant’s share of all federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. Defendant will pay the Employer’s Withholding Share

1 in addition to the Gross Settlement Amount.

2 O. "Final Approval Order" means the Order Granting Final Approval of Class
3 Action Settlement and Judgment entered by the Court.

4 P. "Final Approval Hearing" means the hearing on Plaintiffs' Motion for Final
5 Approval of Class Action Settlement at which the Court will be asked to give final approval
6 to the settlement terms set forth herein and to enter judgment.

7 Q. "Gross Settlement Amount" means the seven hundred and fifty thousand
8 dollars (\$750,000) which Defendant will pay under this Settlement, plus any additional
9 amount paid pursuant to the escalator clause in section IV.I of this Settlement Agreement.

10 R. "LWDA Payment" means \$56,250, which is 75% of the PAGA Amount. The
11 LWDA Payment will be paid to the LWDA.

12 S. "Net Settlement Amount" means the amount remaining from the Gross
13 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and
14 Class Counsel's Costs, the Service Awards to the Representative Plaintiffs and Settlement
15 Administration Costs, and the PAGA Amount. It is estimated that the Net Settlement Amount
16 will be at least \$365,650.

17 T. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
18 and Hearing Date for Approval," substantially in the form attached hereto as Exhibit A, or
19 any subsequent version of Exhibit A, as approved by the Court. The Notice of Settlement will
20 include Request for Exclusion, Notice of Objection, and Workweek Dispute forms for Class
21 Members to use.

22 U. "Notice of Objection" means a written objection to this Settlement sent by a
23 Settlement Class Member to the Settlement Administrator. Objections may be made utilizing
24 a Notice of Objection form to be provided along with the Notice of Settlement.

25 V. "PAGA Amount" means \$75,000, which is the portion of the Gross Settlement
26 Amount that the Parties allocated to settlement of Plaintiff's PAGA claims.

27 W. "PAGA Employee" means a member of the Class who was employed by
28 Defendant and worked at any time during the PAGA Period.

1 X. "PAGA Employee Portion" means \$18,750, which is 25% of the PAGA
2 Amount. The PAGA Employee Portion will be paid only to PAGA Employees.

3 Y. "PAGA Pay Period" means a pay period within the PAGA Period during which
4 a PAGA employee performed work for Defendants in California. A pay period during which
5 a PAGA Employee was entirely absent from work, such as a week during which a PAGA
6 Employee was on leave or vacation, is not a PAGA Pay Period.

7 Z. "PAGA Period" means the time period from October 5, 2021, through
8 September 19, 2024.

9 AA. "PAGA Released Claims" means all claims for PAGA civil penalties arising
10 during the PAGA Period, that were alleged, or reasonably could have been alleged, based on
11 the facts contained in the Complaint and/or the October 5, 2022, PAGA notice letter to the
12 LWDA, including but not limited to: PAGA violations arising from Defendant's alleged
13 failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay
14 minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during
15 employment; (7) furnish complete and accurate wage statements; (8) keep complete and
16 accurate payroll records; and (9) reimburse business related expenses and costs. PAGA
17 Employees shall not waive section 1542 of the California Civil Code.

18 BB. "Parties" means the Representative Plaintiffs, on behalf of themselves and all
19 Settlement Class Members, the LWDA and Defendant.

20 CC. "Preliminary Approval Date" is the date that the Court grants preliminary
21 approval of this Settlement pursuant to California Rule of Court 3.769(c).

22 DD. "Qualified Settlement Fund" or "QSF" means a federally insured bank account
23 to be established by the Settlement Administrator into which all payments from Defendant
24 related to this Settlement will be deposited and from which all payments authorized by the
25 Court will be made. The QSF will be established prior to Defendant's deposit of the Gross
26 Settlement Amount.

27 EE. "Qualifying Workweek" means a workweek in the Class Period during which
28 a Class Member actually worked for Defendant in a Class position for at least one day. A

1 week during which a Class Member was entirely absent from work, such as a week during
2 which a Class Member was on leave or vacation, is not a Qualifying Workweek.

3 FF. "Released Claims," means all claims arising during the Class Period under
4 state, federal or local law, whether statutory, common law or administrative law, that were
5 made or that reasonably could have been made based on the allegations in the Complaint
6 which allege: (1) Failure to Pay Overtime; (2) Failure to Pay Meal Period Premiums; (3)
7 Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay
8 Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7)
9 Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll
10 Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in
11 Violation of Business and Professions Code Section 17200 and their request for damages,
12 including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any
13 nature; interest; fees and costs. Class Members shall not waive section 1542 of the California
14 Civil Code.

15 GG. "Released Parties" means Defendant and all of its present and former parent
16 companies, subsidiaries, divisions, related and affiliated companies.

17 HH. "Representative Plaintiffs" means Plaintiffs Everlin Blanco and Rudy
18 Ramirez.

19 II. "Request for Exclusion," also known as an "opt-out request," means a signed
20 request by a Class Member to be excluded from the Settlement Class. Requests for Exclusion
21 may be made utilizing a Request for Exclusion form to be provided along with the Notice of
22 Settlement.,."

23 JJ. "Response Deadline" means the date that is sixty (60) calendar days after the
24 mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed to
25 a different address, the Response Deadline will be forty-five (45) calendar days after re-
26 mailing.

27 KK. "Service Award" means the payments to be made to the Representative
28 Plaintiffs for their service to the Class. The Service Awards are in addition to whatever

1 payment the Representative Plaintiffs otherwise will be entitled to receive as a Settlement
2 Class Members. The Service Awards will not exceed \$7,500, each for a total of \$15,000.

3 LL. "Settlement" means the disposition of the Action and all related claims
4 effectuated by this Agreement.

5 MM. "Settlement Administration Costs" means the fees and costs incurred or
6 charged by the Settlement Administrator in connection with the execution of its duties under
7 this Agreement including, but not limited to fees and costs associated with: (1) establishing
8 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices
9 (including the cost of printing and mailing all notices and other documents to the Class
10 Members) required to be prepared in the course of administering the Settlement; (3)
11 computing the amount of the settlement payments, taxes, and any other payments to be made
12 under this Agreement; (4) calculating and handling inquiries about the calculation of
13 individual settlement payments; (5) establishing and operating a settlement payment center
14 website, address, and phone number to receive Class Members' inquiries about the Settlement;
15 (6) providing a due diligence declaration for submission to the Court prior to the final approval
16 hearing; (7) printing and providing Settlement Class Members and Plaintiff with W-2 and
17 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
18 filing any tax returns and information returns and any other filings required by any
19 governmental taxing authority or other governmental agency; and (9) for such other tasks as
20 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
21 Settlement Administration Costs will not exceed \$6,850. Settlement Administration Costs will
22 be paid out of the Gross Settlement Amount.

23 NN. "Settlement Administrator" refers to Phoenix Settlement Administrators.

24 OO. "Settlement Class" means all Class Members who have not submitted a timely
25 and complete Request for Exclusion.

26 PP. "Settlement Class Member" is a person who is a member of the Settlement
27 Class.

28 //

1 **III. BACKGROUND**

2 During the Class Period, Defendant operated a business in California. Plaintiffs
3 contend that during the Class Period, Defendant did not always comply with California law
4 in its payment of employees. Plaintiffs contend that, among other things, employees of
5 Defendant were not paid for all of their work, were not provided with compliant meal and rest
6 breaks, were not paid for all of their overtime work at overtime rates of pay, were not provided
7 compliant wage statements, were not paid all amounts due at separation and were not
8 reimbursed for all of their necessary expenses.

9 Defendant vehemently denies all of Plaintiffs' allegations and denies any wrongdoing.
10 Among other things, Defendant contends that all employees have been properly compensated
11 and that Defendant complied with all applicable laws.

12 The Parties have undertaken significant investigation and informal discovery during
13 the prosecution of this Action. Such discovery and investigation includes Defendant's
14 production and Class Counsel's review of personnel records, policies, and time and pay
15 records and other detailed information relevant to the Class Members' claims. Counsel for
16 the Parties have investigated the law as applied to the facts discovered regarding the alleged
17 claims of the Class and potential defenses thereto, and the potential damages claimed by the
18 Class.

19 On September 22, 2023, the Parties attended a mediation before an experienced and
20 well-regarded mediator, David Rotman. Shortly after the conclusion of the mediation, the
21 Parties reached an agreement regarding the resolution of this Action which is embodied in the
22 terms of this Agreement.

23 Plaintiffs and Class Counsel have concluded, after considering the sharply disputed
24 factual and legal issues involved in this Action, the risks attending further prosecution, and
25 the substantial benefits to be received pursuant to the compromise and settlement of the Action
26 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
27 Plaintiffs and the Settlement Class and is fair and reasonable.

28 This Settlement contemplates: (i) entry of an order preliminarily approving the

1 Settlement and approving certification of a Class for settlement purposes only; (ii)
2 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
3 Approval Order granting final approval of the Settlement; (iv) Defendant's payment of the
4 Gross Settlement Amount and Employer's Withholding Share; and (iv) entry of a final
5 judgment.

6 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

7 **A. Preliminary Approval of Settlement**

8 Following the execution of this Stipulation by all Parties or at such other time specified
9 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiffs'
10 motion for preliminary approval of the settlement. Plaintiffs' motion will include such briefing
11 and evidence as may be required for the Court to determine that this Agreement is fair and
12 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
13 of Court 3.769. Class Counsel will provide Defendant's Counsel with the opportunity to
14 review and comment on all drafts of all papers to be filed in connection with the motion for
15 preliminary approval (notice of motion, memorandum of points and authorities and
16 declarations) at least five court days before filing such motion with the Court. Plaintiffs'
17 motion for preliminary approval will also include a proposed order that is mutually agreed-
18 upon by the Parties. Defendant shall not oppose Plaintiffs' motion for preliminary approval
19 of the settlement to the extent it is consistent with the terms and conditions of this Agreement.
20 Defendant may, however, provide a written response to any characterization of the law or
21 facts contained in the motion for preliminary approval.

22 The Parties have agreed to the certification of the Class for the sole purposes of
23 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
24 the Settlement not be approved by the Court, the fact that the Parties were willing to stipulate
25 to class certification as part of the Settlement will have no bearing on, and will not be
26 admissible in connection with, the issue of whether a class should be certified in a non-
27 settlement context in this Action, and in any of those events, Defendant expressly reserves the
28 right to oppose class certification. Additionally, if the Settlement does not become final, this

1 Agreement and all negotiations, court orders, and proceedings related thereto shall be without
2 prejudice to the rights of all Parties hereto, and evidence relating to the Agreement and all
3 negotiations shall not be admissible in the Action or otherwise. The Parties further agree that
4 if, for any reason, the Settlement is not approved, the certification for purposes of this
5 Settlement will have no force or effect and will be immediately revoked.

6 **B. Cooperation**

7 The Parties agree to fully cooperate with each other to accomplish the terms of this
8 Agreement, including but not limited to, execution of such documents and to take such other
9 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
10 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
11 the Settlement.

12 **C. Notice of Settlement**

13 Within ten (10) calendar days following the Court's order granting preliminary
14 approval of the Settlement, Defendant will provide the Settlement Administrator with the
15 Class Data in an electronic format acceptable to the Settlement Administrator. Thereafter, and
16 prior to mailing the Notices of Settlement, the Settlement Administrator shall provide the
17 Class Data, without Class Member names, contact information or social security numbers, to
18 Class Counsel. This information will remain confidential and will not be disclosed to anyone,
19 except as required to applicable taxing authorities, pursuant to Defendant's express written
20 authorization, by order of the Court, or as otherwise provided for in this Agreement.

21 Using the Class Data, the Settlement Administrator will: (1) confirm the number of
22 Class Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement;
23 (3) check all addresses against the National Change of Address database; and (4) within ten
24 (10) calendar days of receiving the Class Data, send to each Class Member via First-Class
25 United States mail an English version of the Notice of Settlement to the most recent address
26 known for each Class Member.

27 //

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1 **D. Re-Sending Class Notices**

2 If Defendant, Defendant's Counsel or Class Counsel become aware of new addresses
3 for any Class Member, prior to the filing of the motion for final approval, such information
4 must immediately be communicated to the Settlement Administrator. The Settlement
5 Administrator will then re-send a Notice of Settlement to the Class Member(s) at the new
6 address.

7 For any Notice of Settlement that is returned as undeliverable, the Settlement
8 Administrator will perform a utility database search or other skip trace. The returned Notices
9 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
10 searching and re-mailing will be completed within ten (10) calendar days of the date that
11 Notices of Settlement were originally returned as undeliverable.

12 **E. Requests for Exclusion (Opt-Outs)**

13 Any Class Member who wishes to be excluded from the Settlement must complete
14 and return the "Request for Exclusion Form" included with the Class Member's Notice of
15 Settlement or otherwise notify the Settlement Administrator in writing of his or her desire to
16 be excluded by mailing his or her own Request for Exclusion to the Settlement Administrator
17 that clearly expresses such desire and is signed by such Class Member. Any such Request for
18 Exclusion shall include the Class Member's name, current address, telephone number, and
19 last four numbers of the Class Member's social security number. To be valid, the Request for
20 Exclusion must be postmarked (if mailed) or received (if faxed or sent electronically) no later
21 than the Response Deadline.

22 Any Class Member who submits a valid and timely Request for Exclusion shall be
23 barred from participating in this Settlement, shall be barred from objecting to this Settlement,
24 and shall receive no benefit from the Class Settlement. Provided, however, notwithstanding a
25 valid Request for Exclusion, all PAGA Employees shall receive their share of the PAGA
26 Employee Portion and will be deemed to have released the PAGA Released Claims.

27 Any Class Member who fails to submit a timely, complete, and valid Request for
28 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed

1 that if a Request for Exclusion is not postmarked or received on or before the Response
2 Deadline, the Class Member did not make the request in a timely manner. Under no
3 circumstances shall the Settlement Administrator have the authority to extend the deadline for
4 Class Members to submit a Request for Exclusion.

5 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
6 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
7 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
8 preclude any Settlement Class Member from asserting any of the Released Claims against any
9 of the Released Parties in any judicial, administrative, or arbitral forum.

10 The Settlement Administrator shall promptly provide Class Counsel and Defendant's
11 Counsel with copies of all Requests for Exclusion that it receives.

12 **F. Declaration of Compliance**

13 At the time determined by Class Counsel, the Settlement Administrator shall provide
14 Class Counsel and Defendant's Counsel with a declaration attesting to completion of the
15 notice process set forth in this Section IV, including the number of notices sent and returned,
16 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
17 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
18 papers requesting final approval of the Settlement.

19 **G. Sufficient Notice**

20 Compliance with the procedures described in this Section IV shall constitute due and
21 sufficient notice to Class Members of this Settlement and of the Final Approval Hearing, shall
22 satisfy the requirements of due process, and nothing else shall be required of the
23 Representative Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, or the Settlement
24 Administrator to provide notice of the Settlement and the Final Approval Hearing.

25 **H. Objections to Settlement**

26 **1. Procedure and Deadline for Objections**

27 A Class Member may object to the Settlement by completing and submitting a written
28 "Notice of Objection Form" that is included with the Class Member's Notice of Settlement.

1 The Notice of Objection must be sent to the Settlement Administrator and postmarked (if
2 mailed) or received (if faxed or emailed) no later than the Response Deadline, signed by the
3 objecting Class Member or his or her attorney, along with all supporting papers (if any). The
4 date the signed Notice of Objection was postmarked or received shall be conclusively
5 determined according to the records of the Settlement Administrator. The Settlement
6 Administrator shall send any Notices of Objection it receives to Defendant's counsel and
7 Class Counsel within three (3) business days of receipt. A Class Member may also object to
8 the settlement by appearing at the Final Approval Hearing. The Court retains final authority
9 with respect to the consideration and admissibility of any Notice of Objection.

10 If a Class Member submits both an objection and an opt-out request, the Settlement
11 Administrator shall make reasonable attempts to clarify the intentions of the Class Member.
12 If the Class Member fails to clarify their position, the opt-out request shall be disregarded, the
13 Settlement Administrator shall send the objection to Defendant's Counsel and Class Counsel
14 the claim will be paid, and the Class Member will become a Settlement Class Member and be
15 bound by the judgment.

16 **2. Responses to Objections**

17 Class Counsel and Defendant's counsel shall file any written objections from Class
18 Members submitted to the Settlement Administrator, and Class Counsel's and Defendant's
19 Counsel's responses to such objections, at least five (5) court days before the Final Approval
20 Hearing.

21 **I. Pro-Rata Increase in Settlement Fund**

22 Based on its records, Defendant estimates there are roughly 24,666 Workweeks from
23 November 16, 2018, through July 31, 2024, and 13,565 pay periods in the period from October
24 5, 2021, through July 31, 2024. Should the total number of Workweeks worked by Class
25 Members during the Class Period and/or the total number of Pay Periods worked by PAGA
26 Members during the PAGA Action period increase by more than 10%, then either (a)
27 Defendant shall increase the Gross Settlement Amount on a pro-rata basis to the percentage
28 increase in the number of Workweeks/Pay Periods worked by the Class Members and/or

1 PAGA Members above 10%, or (b) the Class Release Period and PAGA Release Period shall
2 end on the last day on which the workweeks do not exceed 27,132. Defendant shall notify
3 Class Counsel and Settlement Administrator of its choice at least five days before the date that
4 Settlement Notices are scheduled to be mailed.

5 **J. Defendant's Production of Financial Records**

6 Defendant contends that it has does not have the financial resources to pay any more
7 in settlement than the agreed upon Gross Settlement Amount. After being apprised of certain
8 information, Class Counsel has accepted Defendant's contention concerning its financial
9 condition. However, if necessary to support approval of the Settlement, Defendant will
10 provide a declaration from a person with knowledge attesting to Defendant's financial
11 condition.

12 **K. Final Approval Hearing**

13 On or before the date set by the Court, Class Counsel will file a motion for final
14 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
15 provide Defendant's counsel with the opportunity to review and comment on drafts of all
16 papers to be filed in connection with the motion for final approval (notice of motion,
17 memorandum of points and authorities and declarations) at least five court days before filing
18 such motion with the Court. Plaintiffs' motion for final approval will also include a proposed
19 order that is mutually agreed-upon by the Parties. Defendant shall not oppose the motion for
20 final approval of the settlement to the extent it is consistent with the terms and conditions of
21 this Agreement. Defendant may, however, provide a written response to any characterization
22 of the law or facts contained in the motion for final approval.

23 On the date set by the Court, the Final Approval Hearing shall be held before the Court
24 in order to: (1) determine whether the Court should give this Settlement final approval; (2)
25 determine whether Class Counsel's application for attorneys' fees and costs, and request for
26 the Service Award to the Representative Plaintiffs, should be granted; (3) determine whether
27 the Court should approve the payment of fees to the Settlement Administrator and the PAGA
28 Settlement Amount and (4) consider any timely Objections to Settlement, including Class

1 Counsel's and Defendant's counsel's responses thereto.

2 Upon final approval, the Court shall enter a Final Approval Order (in a form submitted
3 by Class Counsel and approved by Defendant's counsel) which has the effect of adjudicating
4 all claims set forth in the Complaint and implementing the release of Released Claims and
5 PAGA Released Claims, as set forth in this Agreement. The Final Approval Order will be
6 posted on the Settlement Administrator's website. The posting of the Final Approval Order
7 on the Settlement Administrator's website will constitute notice of entry of the judgment, as
8 required by California Rule of Court 3.771(b).

9 **L. Settlement Payments to Settlement Class Members and PAGA Employees**

10 **1. Calculation of Class Settlement Payments**

11 The Net Settlement Amount shall be divided among and distributed to individual
12 Settlement Class Members using the following formula:

13 **(Individual Settlement Class Member's Qualifying Workweeks ÷ All**
14 **Settlement Class Members' Qualifying Workweeks) x (Net Settlement**
15 **Amount)**

16 The Settlement Administrator shall have the authority and obligation to make
17 payments, credits, and disbursements, including payments and credits in the manner set forth
18 herein, to Settlement Class Members calculated in accordance with the methodology set out
19 in this Agreement and orders of the Court.

20 The Parties acknowledge and agree that the formula used to calculate individual
21 settlement payments does not imply that all the elements of damages alleged in the Action are
22 not being considered. The above formula was devised as a practical and logistical tool to
23 simplify the settlement process.

24 **2. Distribution of PAGA Employee Portion**

25 The PAGA Employee Portion will be divided among and distributed to all PAGA
26 Employees based upon the number of PAGA Pay Periods they worked pursuant to the
27 following formula:

28 **(Individual PAGA Employee's PAGA Pay Periods ÷ All PAGA Employees'**

1 **PAGA Pay Periods) x \$18,750**

2 Settlement Class Members who are also PAGA Employees will receive their shares of
3 the PAGA Employee Portion included in the same checks that include their individual
4 Settlement Class Member payments. Class Members who exclude themselves from the Class
5 Settlement will still receive their shares of the PAGA Employee Portion and such Class
6 Members will still be bound by the PAGA Release, notwithstanding their exclusion from the
7 Settlement Class.

8 **3. Inclusion of Qualifying Workweeks, PAGA Pay Periods and**
9 **Estimated Settlement Payment Information in Notice of Settlement**

10 The Notice of Settlement sent to each Class Member shall state the amount of the Class
11 Member's Qualifying Workweeks and PAGA Pay Periods, as reflected in the Class Data. The
12 Notice of Settlement shall provide an estimate of each Class Member's share of the Class
13 settlement and each PAGA Employee's share of the PAGA Employee Portion, as calculated
14 by the Settlement Administrator. The estimated settlement payment included in the Notice of
15 Settlement will be calculated by assuming that no Class Members will be excluded from the
16 Settlement.

17 **4. Eligibility**

18 Settlement Class Members (but not Class Members who exclude themselves from the
19 Settlement), will receive a settlement payment from the Net Settlement Amount, distributed
20 through the Settlement Administrator. All PAGA Employees will still receive a check for their
21 share of the PAGA Employee Portion, regardless of whether they submit a valid Request for
22 Exclusion.

23 If the Parties become aware after settlement checks are mailed that a Class Member
24 was not sent a Notice of Settlement because of an error in the Class Data as provided by
25 Defendant, Defendant may arrange to separately pay the Class Member the amount that the
26 Class Member would have received had they participated in the settlement, as long as the
27 Class Member agrees in writing to be bound by the Judgment and Class releases.

28 //

1 **5. Disputes about Qualifying Workweeks or PAGA Pay Periods**

2 If a Class Member disagrees with the number of Qualifying Workweeks or PAGA Pay
3 Periods, as stated in their Notice of Settlement, they may dispute that figure by completing
4 and submitting the “Dispute Form,” included with the Class Member’s Notice of Settlement
5 or otherwise informing the Settlement Administrator of the number of Qualifying Workweeks
6 and/or PAGA Pay Periods that they claim to have worked during the Class Period or PAGA
7 Period and provide any supporting documentation (such as, without limitation, payroll or time
8 keeping records, and paycheck stubs) on or before the Response Deadline. The completed
9 Dispute Form must be sent to the Settlement Administrator and postmarked (if mailed) or
10 received (if faxed or emailed) no later than the Response Deadline. If there is a dispute, the
11 Settlement Administrator will consult with Class Counsel and Defendant’s counsel to
12 determine whether an adjustment is warranted. The Settlement Administrator shall determine
13 any such disputes, subject to Court approval. The Settlement Administrator shall be obligated
14 to resolve any such disputes within ten (10) calendar days, but by no later than the date of the
15 Final Approval Hearing.

16 **6. Allocation of Settlement Payments**

17 Payment to each Settlement Class Member shall be allocated as follows: 30% shall be
18 attributed to wages, to be reported on a W-2 form; 70% shall be reported as penalties and
19 interest. The amount of penalties and interest will be reported on an IRS Form 1099. All
20 payments of the PAGA Employee Portion will be considered penalties and reported on an IRS
21 Form 1099.

22 **7. Payment of Payroll Taxes**

23 The amount paid to each Settlement Class Member attributable to wages shall be
24 subject to all applicable taxes and other withholdings and shall be net of the Settlement Class
25 Member’s share of all federal, state, and local taxes and required withholdings, including
26 without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The
27 Employer’s Withholding Share shall be paid by Defendant separately and in addition to
28 Defendant’s payment of the Gross Settlement Amount.

1 For each Settlement Class Member, the Settlement Administrator shall determine the
2 Employer's Withholding Share. Information related to the Employer's Withholding Share for
3 each Settlement Class Member shall be provided to Defendant by the Settlement
4 Administrator. If Defendant disagrees with the Settlement Administrator's determination of
5 the Employer's Withholding Share, it will communicate with and share information
6 reasonably necessary to reach a good faith determination of the correct Employer's
7 Withholding Share.

8 **8. Payments to Settlement Class Members and the LWDA**

9 As provided in Section IV.N, below, Defendant will pay the Gross Settlement Amount
10 in four separate installments. Within ten (10) calendar days after Defendant's deposit of the
11 second installment and the Employer's Withholding Share, the Settlement Administrator will
12 make the settlement payments to Settlement Class Members, PAGA Employees and the
13 LWDA based on the payment formulae set forth herein.

14 **M. The Settlement Administrator**

15 The Settlement Administrator will perform the duties specified in this Agreement and
16 any other duties incidental to such obligations. The Settlement Administrator's duties shall
17 include, without limitation: establishing the QSF, preparing and distributing the Notice of
18 Settlement; calculating and directing the disbursement of payments to Settlement Class
19 Members, Class Counsel, the Class Representative and the LWDA; calculating and timely
20 paying any and all payroll taxes from the wages portion of the Net Settlement Amount to the
21 appropriate tax authorities, as required under this Agreement and applicable law; handling
22 inquiries about the calculation of individual settlement payments; preparing and filing any tax
23 returns and information returns and any other filings required by any governmental taxing
24 authority or other governmental agency; providing weekly status reports to the Parties'
25 counsel; advising Defendant's counsel and Class Counsel of any Class Members who submit
26 Notices of Objections and/or Requests for Exclusion; providing a due diligence declaration
27 for submission to the Court prior to the final approval hearing; printing and providing
28 Settlement Class Members and Representative Plaintiff with W-2 and 1099 forms as required

1 under this Agreement and applicable law; arranging for and remitting funds from any
2 uncashed settlement payment to the designated recipient, as determined by the Court; and for
3 such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator
4 to perform.

5 The Settlement Administrator shall establish a settlement payment center address,
6 telephone number and email address to receive Class Members' inquiries about the Notice of
7 Settlement, requests to be excluded from the Settlement and settlement payments.

8 In addition, the Settlement Administrator shall establish a static website and, on the
9 website, post this stipulation, any preliminary approval order and the Final Approval Order
10 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
11 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
12 3.771(b).

13 For its services, the Settlement Administrator's fee will not exceed \$6,850. The
14 Court's failure to approve the entire amount of the Settlement Administrator's fee, shall not
15 affect the terms of the Parties' settlement and any such unapproved amounts shall remain part
16 of the Net Settlement Amount and shall be distributed in accordance with the provisions of
17 this Stipulation.

18 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they do
19 not have any financial interest in the Settlement Administrator or otherwise have a relationship
20 with the Settlement Administrator that could create a conflict of interest.

21 **N. Time for Payment by Defendant**

22 Defendant will pay the Gross Settlement Amount in four installments, to be paid every
23 two months following the initial payment. The first installment of \$300,000 will be made to
24 the Settlement Administrator within 63 calendar days from the Final Approval Order; a second
25 payment of \$150,000, plus the Employer's Withholding Share, will be made two months after
26 the first payment is due; a third payment of \$150,000 will be made two months after the second
27 payment is due; and a final payment of \$150,000 will be made two months after the third
28 payment is due.

1 If, after the Court enters a Final Approval Order, Defendant fails to timely pay the
2 amount required to satisfy its payment obligation under this Stipulation, the Representative
3 Plaintiffs, at their option, may either (1) declare the Settlement terminated, in which case, the
4 Parties agree that the Court will nullify the Final Approval Order and Judgment and Plaintiffs
5 may continue to prosecute their claims against Defendant, or (2) seek to collect all amounts
6 owed under the Final Approval Order and Judgment against Defendant.

7 **O. Payments to Class Counsel, the Representative Plaintiffs and the**
8 **Settlement Administrator**

9 Subject to Court approval, within ten (10) calendar days of Defendant's deposit of the
10 full Gross Settlement Amount with the Settlement Administrator, the Settlement
11 Administrator shall make payment from the QSF to: (1) Class Counsel, for Class Counsel's
12 Attorneys' Fees and Class Counsel's Costs, as approved by the Court; (2) the Representative
13 Plaintiff for the Service Award, as approved by the Court; and (3) to the Settlement
14 Administrator for the Settlement Administration Costs, as approved by the Court. These
15 payments will be reported on an IRS Form 1099.

16 **P. Un-cashed/Un-deposited Settlement Payment Checks**

17 If any Settlement Class Member or PAGA Employee's settlement payment check has
18 not been cashed or deposited within sixty (60) calendar days after disbursement, the
19 Settlement Administrator shall attempt to contact each individual to advise them to cash their
20 checks, and to offer to replace any checks reported as either lost or stolen. In attempting to
21 contact such persons, the Settlement Administrator will send notices (1) by mail to the
22 individuals' last known addresses (as provided by Defendant) after first checking those
23 addresses against the NCOA database and skip tracing and (2) by telephoning or emailing
24 such persons, in the event that Defendant has provided telephone numbers and/or email
25 addresses for such persons.

26 If a Class Member's check is not cashed within 180 calendar days, the check will be
27 void and a stop payment order may be placed on the check. In such event, the Settlement
28 nevertheless will be binding upon the Settlement Class Member. The funds represented by all

1 uncashed settlement checks will be transmitted by the Settlement Administrator to the
2 California State Controller as unclaimed property in the name of the individual Settlement
3 Class Member. The Parties agree that such disposition results in no “unpaid residue” under
4 California Code of Civil Procedure section 384, as all payments to the Settlement Class will
5 be paid out, whether or not these individuals cash their Settlement checks. Therefore,
6 Defendant will not be required to pay any interest on such amounts.

7 **Q. Class Counsel Attorneys’ Fees and Costs**

8 Defendant will not oppose Class Counsel’s application for an award of attorneys’ fees
9 of up to 35% of the Gross Settlement Amount. Assuming the escalator clause is not triggered,
10 the maximum amount sought will be two hundred and sixty-two thousand and five hundred
11 dollars (\$262,500).

12 Defendant will not oppose Class Counsel’s application for an award of their reasonable
13 litigation expenses and costs in an amount not to exceed \$25,000.

14 Class Counsel’s Attorney’s Fees and Class Counsel’s Costs, as awarded by the Court,
15 shall be paid from the Gross Settlement Amount.

16 To the extent the Court does not approve any or the entire amount of Class Counsel’s
17 Attorney’s Fees or Class Counsel’s Costs, it shall not affect the terms of the Parties’ settlement
18 and any such unapproved amounts shall remain part of the Net Settlement Amount and shall
19 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement
20 by the Court shall not be contingent on approval of the amounts of Class Counsel’s Attorney’s
21 Fees or Class Counsel’s Costs requested by Class Counsel.

22 Upon the payment of the Court-approved amount of Class Counsel’s Attorneys’ Fees
23 and Class Counsel’s Costs, and except as otherwise provided by this Stipulation, Class
24 Counsel waives any claim to costs and attorneys’ fees and expenses against Defendant arising
25 from or related to the Action, including but not limited to claims based on the California Labor
26 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
27 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
28 enforcing the terms of this Stipulation.

1 **R. Service Awards to Representative Plaintiffs**

2 The Representative Plaintiffs' Service Award as approved by the Court, shall be paid
3 from the Gross Settlement Amount.

4 The Representative Plaintiffs shall be responsible for all portions of federal, state, and
5 local tax liabilities that may result from the payment of the Service Award and agrees that
6 Defendant shall bear no responsibility for any such tax liabilities.

7 To the extent the Court does not approve any or all of the amount of the Service
8 Awards sought by the Representative Plaintiffs, any amounts not awarded by the Court will
9 remain part of the Net Settlement Amount and will be distributed in accordance with the terms
10 of this Stipulation and the Parties agree that the Settlement shall remain binding with such
11 modification(s) and its terms will otherwise be unchanged.

12 **S. Taxes**

13 **1. Withholding and Reporting Requirements**

14 The Settlement Administrator shall be responsible for ensuring that all taxes required
15 to be withheld from the wage portions of each Settlement Class Member's individual
16 settlement payment, along with the Employer's Withholding Share, are timely paid to the
17 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will
18 also include the following: (a) filing all Federal, state, and local employment tax returns, tax
19 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper
20 filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with
21 the appropriate taxing authorities, and (c) completion of any other steps necessary for
22 compliance with any tax obligations of the settlement fund under Federal, state and/or local
23 law. To verify the Settlement Administrator's compliance with the foregoing withholding and
24 reporting requirements, as soon as administratively practicable, the Settlement Administrator
25 shall, upon request, furnish Class Counsel and Defendants' Counsel with copies of all filed
26 tax returns and information returns (including all 1099 and W-2 information returns), and a
27 final accounting adequate to demonstrate full compliance with all tax withholding, payment
28 and reporting obligations.

1 **2. Circular 230 Disclaimer**

2 Each party to this Agreement (for purposes of this section, the “Acknowledging
3 Party”; and each party to this Agreement other than the Acknowledging Party, and “Other
4 Party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
5 communication or disclosure between or among the Parties or their attorneys and other
6 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
7 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
8 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
9 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
10 (including tax advice) in connection with this Agreement, (b) has not entered into this
11 Agreement based upon the recommendation of any other party or any attorney or advisor to
12 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
13 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
14 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
15 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
16 (regardless of whether such limitation is legally binding) upon disclosure by the
17 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
18 transaction contemplated by this Agreement.

19 **U. Defendant’s Right to Terminate the Settlement**

20 If more than five percent (5%) of Class Members opt out of the Settlement, Defendant
21 shall have the option to cancel the Settlement, subject to paying the class administrator its
22 reasonable expenses incurred up to the date of cancellation. Defendant must make this election
23 at least two weeks before the motion for final approval is due to be filed with the Court.

24 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

25 **A. No Admission of Liability**

26 Neither the acceptance nor the performance by Defendant of the terms of this
27 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
28 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of any

1 allegations in the original Complaint or First Amended Complaint, or that they have any
2 liability to the Representative Plaintiff or the Class Members on their claims. Defendant denies
3 that they have engaged in any unlawful activity, have failed to comply with the law in any
4 respect, or have any liability to anyone under the claims asserted in the Action. This
5 Agreement is entered into solely for the purpose of compromising highly disputed claims.

6 **B. Nullification**

7 In the event that the Court does not approve the Settlement in accordance with this
8 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
9 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
10 after a good faith effort to resolve any issues, the Court for any reason does not approve this
11 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
12 in the same position, without prejudice, as if the Settlement had been neither entered into nor
13 filed with the Court.

14 **VI. RELEASE**

15 **A. Settlement Class Member Release**

16 It is the desire of the Representative Plaintiffs, Class Members (except those who
17 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
18 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order and
19 Judgment and Defendants' payment of the Gross Settlement Amount and Employer's
20 Withholding Share, and except as to such rights or claims as may be created by this Settlement
21 Agreement, the Settlement Class Members, on behalf of themselves, and each of their heirs,
22 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation
23 of the final judgment shall have, fully released and discharged the Released Parties from any
24 and all Released Claims that accrued during the Class Period.

25 **B. PAGA Employee Release**

26 Regardless of whether they submitted a valid Request for Exclusion, all PAGA
27 Employees and the LWDA shall fully, finally, and forever settle, compromise, and discharge
28 the PAGA Released Claims. Upon entry of the Final Approval Order and Judgment and

1 Defendant's payment of the Gross Settlement Amount, and except as to such rights or claims
2 as may be created by this Settlement Agreement, all PAGA Employees, on behalf of
3 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall
4 be deemed to have, and by operation of the final judgment shall have, fully released and
5 discharged the Released Parties from any and all PAGA Released Claims arising during the
6 PAGA Period.

7 **C. Release by Representative Plaintiffs**

8 1. Representative Plaintiffs do hereby, for themselves and their spouses, heirs,
9 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
10 guardians, personal representatives, and assigns forever and completely release and discharge
11 the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
12 promises, agreements, controversies, damages, actions, causes of action, suits, rights,
13 demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil
14 penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any
15 nature whatsoever, from the beginning of time through the execution of this Stipulation,
16 whether known or unknown, suspected or unsuspected, including but not limited to all claims
17 arising out of, based upon, or relating to Representative Plaintiffs' employment with
18 Defendant or the remuneration for or termination of such employment (the "Representative
19 Plaintiffs' Claims").

20 2. Without limiting the generality of the foregoing, this general release by
21 Representative Plaintiffs includes all federal, state and local statutory claims, federal and state
22 common law claims (including but not limited to those for contract, tort and equity), including
23 without limitation any claims for breach of any implied or express contract or covenant; claims
24 for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of
25 insurance and employee benefits (except workers' compensation benefits); claims for failure
26 to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation,
27 emotional distress, assault/battery, or other common law or tort matters; claims of harassment,
28 retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry,

1 physical or mental disability, protected activity, medical condition, marital status, sexual
2 preference, union activity, or veteran status; claims under the Americans with Disabilities Act,
3 Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as
4 amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older
5 Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair
6 competition; claims based on legal restrictions on Defendant's right to terminate, not to hire
7 or promote employees, or to change an employee's compensation; and claims based on any
8 federal, state or other governmental statute, regulation or ordinance, all statutory,
9 constitutional, contractual or common law claims for wages, damages, unpaid costs or
10 expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation
11 costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards
12 Act, the Employment Retirement Security Income Act of 1974, the California Constitution,
13 the California Fair Employment and Housing Act, the California Unfair Competition Act
14 (California Business and Professions Code section 17200 et seq.), the California Labor Code,
15 or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following
16 categories of allegations regardless of the forum in which they may be brought, to the fullest
17 extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for
18 unpaid minimum wages; (iii) all claims for meal break violations; (iv) all claims for rest period
19 violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely
20 pay wages upon termination; (vii) all claims for the failure to timely pay wages during
21 employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time
22 pay; and (x) all other penalties recoverable for such claims under PAGA.

23 3. Representative Plaintiffs agree that there is a risk that any injury that they may
24 have suffered by reason of the Released Parties' relationship with them might not now be
25 known, and there is a further risk that said injuries, whether known or unknown at the date of
26 this Agreement, might possibly become progressively worse, and that as a result thereof
27 further damages may be sustained. Nevertheless, Representative Plaintiffs agree to forever
28 and fully release and discharge the Released Parties, and understand that by the execution of

1 this Agreement no further claims for any such injuries that existed at the time of the execution
2 of this Agreement may ever be asserted by Representative Plaintiffs with respect to claims
3 arising in the time period from the beginning of time to the execution of this Agreement.

4 4. Representative Plaintiffs expressly waive and relinquish all rights and benefits
5 afforded by Section 1542 of the Civil Code of the State of California and do so understanding
6 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
7 Code of the State of California states:

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

13 Notwithstanding the provisions of Section 1542, and for the purpose of implementing
14 a full and complete release and discharge of all parties, Representative Plaintiffs expressly
15 acknowledge that this Agreement is intended to include in its effect, without limitation, all
16 claims that Representative Plaintiffs knew of, as well as all claims that they do not know or
17 suspect to exist in their favor against the Released Parties, or any of them, for the time period
18 from the beginning of time to the execution of this Agreement, and that this Agreement
19 contemplates the extinguishment of any such Representative Plaintiffs' claims.
20 Notwithstanding the above, the general release by Representative Plaintiffs shall not extend
21 to claims for workers' compensation benefits, claims for unemployment benefits, or other
22 claims that may not be released by law.

23 **VII. PUBLICITY**

24 Other than filing any required Notices of Settlement in the Blanco PAGA Action and
25 Blanco Class Action, the Class and PAGA Representatives and Class Counsel will not make
26 any public disclosure of the Settlement or this Agreement until the filing of Plaintiffs' Motion
27 for Preliminary Approval. Class Counsel will take all steps necessary to ensure the Class and
28 PAGA Representatives are aware of and will encourage the Class and PAGA Representatives

1 to adhere to, the restriction against any public disclosure of the Settlement or this Agreement
2 until Plaintiffs file their Motion for Preliminary Approval with the Court.

3 **VIII. MISCELLANEOUS PROVISIONS**

4 **A. Amendments**

5 This Settlement Agreement may only be modified or changed by a writing signed by
6 the Parties hereto or by their counsel and approved by the Court.

7 **B. Integrated Agreement**

8 After this Stipulation is signed and delivered by all Parties to the Action and their
9 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
10 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
11 representations, warranties, covenants, or inducements have been made to any Party
12 concerning this Stipulation or its exhibits other than the representations, warranties,
13 covenants, and inducements expressly stated in this Stipulation and its exhibits.

14 **C. No Inducements**

15 The Parties acknowledge that they are entering into this Agreement as a free and
16 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
17 and that neither Plaintiff nor Defendant have relied on any promises, representations, or
18 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

19 **D. No Prior Assignment**

20 The Parties hereto represent, covenant, and warrant that they have not directly or
21 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action, or
23 rights herein released and discharged except as set forth herein.

24 **E. No Retaliation or Advice**

25 Defendant agrees not to retaliate against any Class Member for participating in the
26 Settlement or cooperating with Class Counsel, and Defendant will not induce or offer any
27 advice to any current or former employee to opt out of, or object to, the Settlement.

28 //

1 **F. Attorney’s Fees**

2 To the extent that any Party institutes any legal action, arbitration, or other proceeding
3 to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their
4 reasonable attorneys’ fees and costs from the other Party or Parties.

5 **G. Applicable Law**

6 All terms and conditions of this Stipulation and its exhibits will be governed by and
7 interpreted according to the laws of the State of California, without giving effect to any
8 conflict of law principles or choice of law principles.

9 **H. Entry of Judgment Pursuant to Terms of Settlement**

10 The Parties agree that upon the Settlement of this case, the Court may enter judgment
11 pursuant to the terms of this Settlement and specifying the Gross Settlement Amount. The
12 Court will retain jurisdiction over the Parties to enforce the Settlement until performance in
13 full of the terms of the Settlement.

14 **I. Notices**

15 All notices, requests, demands and other communications required or permitted to be
16 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
17 first class mail to Class Counsel or Defendant’s Counsel at their respective addresses as set
18 forth at the beginning of this Agreement or at any new address as to which counsel have
19 advised the Court and the other Parties.

20 **J. Binding on Successors**

21 This Agreement shall be binding and shall inure to the benefit of the Parties to the
22 Action and their respective successors, assigns, executors, administrators, heirs, and legal
23 representatives.

24 **K. Counterparts**

25 This Stipulation, and any amendments hereto, may be executed in any number of
26 counterparts, each of which when executed and delivered shall be deemed to be an original
27 and all of which taken together shall constitute the same instrument.

28 //

1 **L. Warranties and Representations**

2 With respect to themselves, each of the Parties to this Action and or their agent or
3 counsel represents, covenants, and warrants that they have full power and authority to enter
4 into and consummate all transactions contemplated by this Stipulation and have duly
5 authorized the execution, delivery, and performance of this Stipulation.

6 **M. Representation by Counsel**

7 The Parties to this Action acknowledge that they have been represented by counsel
8 throughout all negotiations that preceded the execution of this Stipulation, and that this
9 Stipulation has been executed with the consent and advice of counsel.

10 **N. Signatories**

11 It is agreed that because the Class Members are so numerous, it is impossible or
12 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
13 will advise all Class Members of the binding nature of the release, and the release shall have
14 the same force and effect as if this Stipulation was executed by each member of the Settlement
15 Class.

16 Dated: 07/01/2025 _____

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Nintex AssureSign® 48069376-5a44-4949-ac5e-b30cd18bededL

Plaintiff Everlin Blanco

18 Dated: _____

Plaintiff Rudy Ramirez

20 Dated: _____

California Boiler, Inc.

22 By: _____

23 Its: _____

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L. Warranties and Representations

With respect to themselves, each of the Parties to this Action and or their agent or counsel represents, covenants, and warrants that they have full power and authority to enter into and consummate all transactions contemplated by this Stipulation and have duly authorized the execution, delivery, and performance of this Stipulation.

M. Representation by Counsel

The Parties to this Action acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

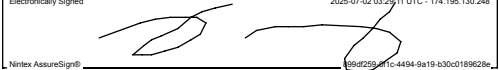
N. Signatories

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation was executed by each member of the Settlement Class.

Dated: _____

Dated: 07/01/2025

Dated: _____

Plaintiff Everlin Blanco
Electronically Signed 2025-07-02 03:29:11 UTC - 174.195.130.248

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Plaintiff Rudy Ramirez

California Boiler, Inc.

By: _____

Its: _____

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L. Warranties and Representations

With respect to themselves, each of the Parties to this Action and or their agent or counsel represents, covenants, and warrants that they have full power and authority to enter into and consummate all transactions contemplated by this Stipulation and have duly authorized the execution, delivery, and performance of this Stipulation.

M. Representation by Counsel

The Parties to this Action acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

N. Signatories

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation was executed by each member of the Settlement Class.

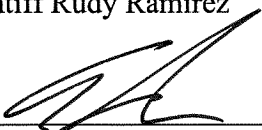
Dated: _____

Plaintiff Everlin Blanco

Dated: _____

Plaintiff Rudy Ramirez

Dated: 07/01/2025



California Boiler, Inc.

By: GARY ANDERSON

Its: PRESIDENT

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Approved as to form:

Dated: July 1, 2025

JACKSON LEWIS, PC

By: 

Nicole M. Shaffer
Mayra Hernandez
Attorneys for Defendant California Boiler, Inc.

Dated: June 27, 2025

GUNDZIK GUNDZIK HEEGER LLP

By: 

Aaron Gundzik
Attorney for Plaintiffs

Dated: July 2, 2025

LAWYERS FOR JUSTICE, PC

By: 

Edwin Aiwanian
Joanna Ghosh
Elizabeth Parker-Fawley
Attorney for Plaintiffs

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Exhibit A
(Notice of Settlement)

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

Blanco, et al. v. California Boiler, Inc., Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

If you have been employed in California by CALIFORNIA BOILER, INC. as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Orange County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Orange County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for California Boiler, Inc. (“Defendant” or “California Boiler”) in California during the Class Period (November 16, 2018, through September 19, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department CX102 of the Orange County Superior Court, which is located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against California Boiler, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by California Boiler’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for California Boiler in California at any time from November 16, 2018, through September 19, 2024. You are receiving this notice because, according to California Boiler’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

Former employees of California Boiler filed a class action against California Boiler in the Orange County Superior Court. The case is called *Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC* (the “Action”). The Action alleges that Plaintiffs and other the non-exempt employees of California Boiler were, among other things, not paid for all of their work, not paid all overtime wages owed, not provided with compliant meal and rest breaks, not provided compliant wage statements, not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California

FOR MORE INFORMATION CALL 1-800-_____.

Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

California Boiler vehemently denies all of Plaintiffs' allegations and denies any wrongdoing. Among other things, California Boiler contends that all employees have been properly compensated and that California Boiler complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by California Boiler. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2025 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Edwin Aiwarzian Joanna Ghosh Elizabeth Parker-Fawley LAWYERS for JUSTICE, PC 450 Brand Blvd., Suite 900 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Aaron.gundzik@gghllp.com Rebecca Gundzik Rebecca.gundzik@gghllp.com GUNDZIK GUNDZIK HEEGER LLP 3415 S. Sepulveda Blvd., Suite 420 Los Angeles, CA 90034 Tel: (818) 290-7461
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

California Boiler has agreed to pay \$750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release award to the Plaintiffs, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$365,650, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$262,500 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount. Class Counsel have agreed to split any attorneys' fee award as follows: 80% to Lawyers for Justice, PC and 20% to Gundzik Gundzik Heeger LLP.

(b) Service and Release Award: The Plaintiffs, Everlin Blanco and Rudy Ramirez, are requesting service and release awards not to exceed \$7,500 each for a total of \$15,000 in addition to the amount they will receive as members of the class and/or as PAGA Employees, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to California Boiler. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

FOR MORE INFORMATION CALL 1-800-_____.

(c) **Settlement Administration Costs:** The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$6,850. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payments for PAGA Penalties:** Subject to the Court's approval, a total of \$75,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that California Boiler owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$56,250 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$18,750, will be distributed to class members who worked for California Boiler at any time during the PAGA Period, which is from October 5, 2021, through September 19, 2024 ("PAGA Employees"). Each PAGA Employee's portion of the \$18,750 in penalties will be calculated by dividing the individual's number of pay periods worked during the PAGA Period by the total number of pay periods worked during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$18,750.

(e) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for California Boiler for at least one day during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to California Boiler's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member. California Boiler's records also show that you worked a total of ___ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$ _____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds.

For tax purposes, your Class settlement payment will be considered 30% as wages and reported on a W-2 form. The other 70% of your class settlement payment will be considered as penalties and interest. These amounts will be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be deemed penalties and reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. **Release by Class Members who do not exclude themselves from the Settlement.**

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release California Boiler and all of its present and former parent companies, subsidiaries, divisions, related and affiliated companies from all claims arising during the Class Period under state, federal or local law, whether statutory, common law or administrative law that were made or that could have been made based on the allegations in the complaint which allege: (1) Failure to Pay Overtime; (2)

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Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in Violation of Business and Professions Code Section 17200 and their request for damages, including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any nature; interest; fees and costs.

B. Release by Class Members who worked for California Boiler During the PAGA Period.

If you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will receive a payment that is your share of the PAGA Employee Portion and you will release California Boiler and all of its present and former parent companies, subsidiaries, divisions, related and affiliated companies, all claims for PAGA civil penalties arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts contained in the complaint and/or October 5, 2022, PAGA notice letter to the LWDA, including but not limited to: claims under the Private Attorneys General Act, Cal. Labor Code § 2698 et seq. arising out of or related to the allegations in the operative complaint which alleges: PAGA violations arising from Defendant's alleged failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during employment; (7) furnish complete and accurate wage statements; (8) keep complete and accurate payroll records; and (9) reimburse business related expenses and costs. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you can complete and sign the enclosed "Workweek Dispute Form," and return it to the Settlement Administrator. Or otherwise provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*). You should provide written documentation supporting the number of workweeks you believe that you worked. Your completed Dispute Form or other dispute documents must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than **[60 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by completing and signing the enclosed "Request for Exclusion Form" and returning it to the Settlement Administrator. You may also submit a written Request for Exclusion at the address specified in Section 11 below. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must

FOR MORE INFORMATION CALL 1-800-_____.

also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked (if mailed) or received by the Settlement Administrator (if faxed or emailed) on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against California Boiler.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by completing and signing the enclosed “Notice of Objection Form” and returning it to the Settlement Administrator at the address specified in Section 12 below. The completed Objection Form must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than **[60 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel’s request for attorneys’ fees and costs, and other issues will be held on _____, 2025 at _____.m., in Department CX102 of the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

If the Court approves of the settlement at the Final Approval Hearing, the Court will enter judgment on the settlement. A copy of the judgment will be posted on the Settlement Administrator’s website: www._____.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www._____ or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

FOR MORE INFORMATION CALL 1-800-_____.

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

NOTICE OF OBJECTION FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

If you wish to object to the Class Settlement described in the Notice of Class Action Settlement (“Class Notice”), fill out this form and mail, email or fax it to the Settlement Administrator, at the following address:

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

The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before [RESPONSE DEADLINE]

Explanation of the Grounds for Your Objection (along with Legal or Factual Support for Your Objection):

If you are relying on papers, briefs, or other documents to make your objection, you must attach them to this form.

Full Name of Class Member: _____

Address of Class Member: _____

Signature of Class Member: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you have a legal representative representing you with respect to your objection, you must also provide the following information:

Full Name of Class Member’s Legal Representative: _____

Address of Class Member’s Legal Representative: _____

Telephone Number of Class Member’s Legal Representative: _____

Signature of Class Member’s Legal Representative: _____

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.

For more information, please consult the Notice of Class Action Settlement.

Questions? Call: [Settlement Administrator’s 1-800 number]

NOTICE OF OBJECTION FORM

REQUEST FOR EXCLUSION FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND YOU DO NOT WANT TO RECEIVE ANY PAYMENT FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, email or fax. at the following address:

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

The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before [RESPONSE DEADLINE]

I request to be excluded from the class action settlement in the matter of ***Blanco, et al. v. California Boiler, Inc.*** By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, if I am a PAGA Employee (i.e., if I was employed by Defendant California Boiler, Inc. in the State of California, as a non-exempt or hourly-paid employee at any time during the period from October 5, 2021, through September 19, 2024) nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

CLASS MEMBER WORKWEEK/PAY PERIOD DISPUTE FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

**ONLY RETURN THE FORM TO THE ADDRESS BELOW TO DISPUTE THE
INFORMATION INCLUDED HERE.**

The records from Defendants indicate that you worked <<Class WW>> workweeks as a non-exempt employee from Class Period Start Date through Class Period End Date, and you worked <<PAGA PP>> pay periods during the PAGA Period of PAGA Period Start Date through PAGA Period End Date. Based on your total number of workweeks and pay periods, your estimated payment is \$<<Class Amt>> for the class action portion of the settlement and \$<<PAGA Amt>> for the PAGA portion of the settlement.

If you believe your total number of workweeks and/or pay periods is **incorrect**, please mail, email or fax this Dispute Form to the address below **along with any supporting documentation**. The Settlement Administrator will make its determination after considering the records and any documentation you provide.

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

**The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before
[RESPONSE DEADLINE]**

Total Number of Workweeks You Believe You Worked _____

Total Number of Pay Periods You Believe You Worked _____

Dated: _____

(Signature)

(Type or Print Name)

(Telephone Number or Email Address)

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Exhibit C
(Red-lined First Amended Settlement Agreement)

EDWIN AIWAZIAN (SBN 232943)
JOANNA GHOSH (SBN 272479)
LAWYERS for JUSTICE, PC
~~410 West Arden Avenue~~, 450 Brand Blvd., Suite ~~203900~~
Glendale, CA 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GUNDZIK GUNDZIK HEEGER LLP
~~14011 Ventura~~ 3415 S. Sepulveda Blvd., Suite ~~206E420~~
~~Sherman Oaks~~ Los Angeles, CA ~~9142390034~~
Tel: (818) 290-7461

Attorneys for Plaintiffs

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

EVERLIN BLANCO, RUDY RAMIREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

CALIFORNIA BOILER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2022-01292011-CU-OE-
CXC

**FIRST AMENDED STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: November 16, 2022

This First Amended Settlement Agreement completely replaces and nullifies the
Settlement Agreement executed by the Parties in November 2024.

I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS

This stipulation sets forth the terms of the settlement of a class and representative
action filed on behalf of current and former non-exempt employees who worked for Defendant
California Boiler, Inc., in California during the Class Period, as defined below. The Complaint
alleges causes of action against Defendant for (1) Violation of California Labor Code sections
510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and
512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7

(unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

Under the terms of the parties' Settlement and after final approval and entry of judgment pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement amount of seven hundred and fifty thousand dollars (\$750,000) (the "Gross Settlement Amount"), plus the employer's share of payroll taxes. The Settlement will be administered by a third-party settlement administrator with experience administering class action settlements of this type. Until distribution, the Gross Settlement Amount will be held in a Qualified Settlement Fund established by the Settlement Administrator. This is an opt-out settlement, and Class Members (as defined in Section II) will receive a settlement payment unless they timely submit a Request for Exclusion. Settlement Class Members shall not be required to submit a claim form.

The Parties agree and propose that the following disbursements will be made from the Gross Settlement Amount, subject to Court approval at the Final Approval Hearing:

A. ~~_____A.~~ Settlement Administration Costs, not to exceed \$6,850.

B. ~~_____B.~~ Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount not to exceed two hundred and sixty-two thousand five hundred dollars (\$262,500), which is 35% of the Gross Settlement Amount;

C. ~~_____C.~~ Class Counsel's Costs, as approved by the Court, not to exceed \$25,000;

D. ~~_____D.~~ Service Awards to Plaintiffs in the amount \$7,500 each, as

1 payment for their time and efforts in pursuing this Action, and for the broader release and
2 other covenants that they will be providing to Defendant;

3 ~~E.~~ ~~E.~~—An allocation of \$75,000 to Plaintiff’s PAGA claims (the “PAGA
4 Amount”), to be distributed as follows: Payment of \$56,250 to the California Labor and
5 Workforce Development Agency (the “LWDA Payment”), which represents the Labor and
6 Workforce Development Agency’s (“LWDA”) 75% share of \$75,000. The other 25% of the
7 PAGA Amount (\$18,759) will be distributed to those Class members who worked for
8 Defendant at any time during the PAGA Period (defined below).

9 ~~F.~~ ~~F.~~—The remainder of the Gross Settlement Amount (the “Net
10 Settlement Amount”) will be distributed to Settlement Class Members based on the
11 methodology discussed in section IV.L.1, below. It is estimated that the Net Settlement
12 Amount will be approximately \$365,650, after deductions for Class Counsel’s Attorneys’
13 Fees, Class Counsel’s Costs, Settlement Administration Costs, the Service Awards, and the
14 PAGA Amount.

15 ~~G.~~ Defendant represents that the Class consisted of approximately 229 members.

16 **II. DEFINITIONS**

17 As used in this Stipulation, the following terms shall have the meanings set forth
18 below:

19 A. “Action” means this putative class and representative action currently pending
20 in Orange County Superior Court titled *Everlin Blanco and Rudy Ramirez v. California Boiler,*
21 *Inc.*, Orange County Superior Court Case No. 30-2022-01292011-CU-OE-CXC.

22 B. “Agreement” or “Stipulation” means this Stipulation of Class Action and
23 PAGA Settlement.

24 C. “Class” means all individuals who were employed by Defendant in California
25 as non-exempt employees during the Class Period (as defined below). Defendant represents
26 that the Class consists of approximately 229 members.

27 D. “Class Counsel” means:
28

- a. Edwin Aiwarzian~~and~~, Joanna Ghosh, and Elizabeth Parker-Fawley of LAWYERS for JUSTICE, PC, ~~410 West Arden Avenue~~, 450 North Brand Blvd., Suite ~~203~~900, Glendale, California 91203, (818) 265-1020; and
- b. Aaron C. Gundzik and Rebecca G. Gundzik of Gundzik Gundzik Heeger LLP, ~~14011 Ventura~~3415 S. Sepulveda Blvd., Suite ~~206E~~, ~~Sherman Oaks~~420, Los Angeles, CA ~~91423~~90034, (818) 290-7461.

E. “Class Counsel’s Attorneys’ Fees” means the amount to be awarded to Class Counsel from the Gross Settlement Amount for their attorneys’ fees for their work in this Action, subject to Court approval at the Final Approval Hearing. Class Counsel’s Attorneys’ Fees will not exceed 35% of the Gross Settlement Amount.

F. “Class Counsel’s Costs” means the amount to be awarded to Class Counsel from the Gross Settlement Amount to reimburse Class Counsel for their actual reasonable costs and expenses incurred in the Action, subject to Court approval at the Final Approval Hearing. Class Counsel’s Costs will not exceed \$25,000.

G. “Class Data” means each Class Member’s and PAGA Employee’s full name, social security number, last known address, email address (if in Defendant’s possession) and telephone number(s), along with the Class Member’s number of Qualifying Workweeks and the number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period.

H. “Class Member” is a person who is a member of the Class.

I. “Class Period” means the period from November 16, 2018, through September 19, 2024.

J. “Complaint” means Plaintiffs’ First Amended Complaint, which ~~will be~~was filed ~~upon the Court’s approval of the Parties’ stipulation on September 17, 2024.~~

K. “Court” means the Superior Court of the State of California, in and for Orange County, where the Action is currently pending.

L. “Defendant” means California Boiler, Inc.

1 M. “Defendant’s Counsel” means Nicole M. Shaffer and Mayra Hernandez of
2 Jackson Lewis, PC, 3390 University Ave., Suite 110, Riverside, CA 92501, (951) 848-7940.

3 N. “Employer’s Withholding Share” means Defendant’s share of all federal, state,
4 and local taxes and required withholdings, including without limitation, FICA, Medicare tax,
5 FUTA, and state unemployment taxes. Defendant will pay the Employer’s Withholding Share
6 in addition to the Gross Settlement Amount.

7 O. “Final Approval Order” means the Order Granting Final Approval of Class
8 Action Settlement and Judgment entered by the Court.

9 P. “Final Approval Hearing” means the hearing on Plaintiffs’ Motion for Final
10 Approval of Class Action Settlement at which the Court will be asked to give final approval
11 to the settlement terms set forth herein and to enter judgment.

12 Q. “Gross Settlement Amount” means the seven hundred and fifty thousand
13 dollars (\$750,000) which Defendant will pay under this Settlement, plus any additional
14 amount paid pursuant to the escalator clause in section IV.I of this Settlement Agreement.

15 R. “LWDA Payment” means \$56,250, which is 75% of the PAGA Amount. The
16 LWDA Payment will be paid to the LWDA.

17 S. “Net Settlement Amount” means the amount remaining from the Gross
18 Settlement Amount after payments of Court-approved Class Counsel’s Attorney’s Fees and
19 Class Counsel’s Costs, the Service Awards to the Representative ~~Plaintiff~~Plaintiffs and
20 Settlement Administration Costs, and the PAGA Amount. It is estimated that the Net
21 Settlement Amount will be at least \$365,650.

22 T. “Notice of Settlement” means the “Notice of Proposed Class Action Settlement
23 and Hearing Date for Approval,” substantially in the form attached hereto as Exhibit A, or
24 any subsequent version of Exhibit A, as approved by the Court. The Notice of Settlement will
25 include Request for Exclusion, Notice of Objection, and Workweek Dispute forms for Class
26 Members to use.

27 U. “Notice of Objection” means a written objection to this Settlement sent by a
28 Settlement Class Member to the Settlement Administrator ~~that complies with the criteria~~

~~specified herein and in the.~~ Objections may be made utilizing a Notice of Objection form to
be provided along with the Notice of Settlement.

V. "PAGA Amount" means \$75,000, which is the portion of the Gross Settlement Amount that the Parties allocated to settlement of Plaintiff's PAGA claims.

W. "PAGA Employee" means a member of the Class who was employed by Defendant and worked at any time during the PAGA Period.

X. "PAGA Employee Portion" means \$18,750, which is 25% of the PAGA Amount. The PAGA Employee Portion will be paid only to PAGA Employees.

Y. "PAGA Pay Period" means a pay period within the PAGA Period during which a PAGA employee performed work for Defendants in California. A pay period during which a PAGA Employee was entirely absent from work, such as a week during which a PAGA Employee was on leave or vacation, is not a PAGA Pay Period.

Z. "PAGA Period" means the time period from October 5, 2021, through September 19, 2024.

AA. "PAGA Released Claims" means all ~~PAGA~~ claims for PAGA civil penalties arising ~~out of~~ during the PAGA Period, that were alleged, or ~~related to the~~ allegations reasonably could have been alleged, based on the facts contained in the ~~operative~~ Complaint and/or the October 5, 2022, PAGA notice letter(s) to the LWDA, including but not limited to: ~~claims under the Private Attorneys General Act, Cal. Labor Code § 2698 et seq. arising out of or related to the allegations in the operative complaint which alleges:~~ PAGA violations arising from Defendant's alleged failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during employment; (7) furnish complete and accurate wage statements; (8) keep complete and accurate payroll records; and (9) reimburse business related expenses and costs ~~and all other claims and allegations made or which could have been made based on the allegations in the Complaint or the PAGA letter during the PAGA Period.~~ PAGA Employees shall not waive section 1542 of the California Civil Code.

BB. “Parties” means the Representative Plaintiffs, on behalf of themselves and all Settlement Class Members, the LWDA and Defendant.

CC. “Preliminary Approval Date” is the date that the Court grants preliminary approval of this Settlement pursuant to California Rule of Court 3.769(c).

DD. “Qualified Settlement Fund” or “QSF” means a federally insured bank account to be established by the Settlement Administrator into which all payments from Defendant related to this Settlement will be deposited and from which all payments authorized by the Court will be made. The QSF will be established prior to Defendant’s deposit of the Gross Settlement Amount.

EE. “Qualifying Workweek” means a workweek in the Class Period during which a Class Member actually worked for Defendant in a Class position for at least one day. A week during which a Class Member was entirely absent from work, such as a week during which a Class Member was on leave or vacation, is not a Qualifying Workweek.

FF. “Released Claims,” means all claims arising during the Class Period under state, federal or local law, whether statutory, common law or administrative law, ~~arising out of that were made~~ or ~~related to that reasonably could have been made based on the~~ allegations in the ~~operative complaint or PAGA letter~~ Complaint which allege: (1) Failure to Pay Overtime; (2) Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in Violation of Business and Professions Code Section 17200 and their request for damages, including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any nature; interest; fees; ~~costs; and all other~~ ~~claims and allegations made or which could have been made based on the allegations in the Complaint or the PAGA letter during the Class Period.~~ and costs. Class Members shall not waive section 1542 of the California Civil Code.

GG. “Released Parties” means Defendant and all of its ~~respective~~ present and former parent companies, subsidiaries, divisions, related ~~or~~and affiliated companies, ~~shareholders, members, principals, officers, directors, executive level employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims but only as to the Released Claims.~~

HH. “Representative Plaintiffs” means Plaintiffs Everlin Blanco and Rudy Ramirez.

II. “Request for Exclusion”, also known as an “opt-out request,” means a signed request by a Class Member to be excluded from the Settlement Class ~~that is submitted in accordance. Requests for Exclusion may be made utilizing a Request for Exclusion form to be provided along~~ with the ~~procedure set forth herein, also known as an “opt-out request.”~~Notice of Settlement.,”

JJ. “Response Deadline” means the date that is sixty (60) calendar days after the mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed to a different address, the Response Deadline will be forty-five (45) calendar days after re-mailing.

KK. “Service Award” means the payments to be made to the Representative Plaintiffs for their service to the Class. The Service Awards are in addition to whatever payment the Representative Plaintiffs otherwise will be entitled to receive as a Settlement Class Members. The Service Awards will not exceed \$7,500, each for a total of \$15,000.

LL. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.

MM. “Settlement Administration Costs” means the fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement including, but not limited to fees and costs associated with: (1) establishing and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of printing and mailing all notices and other documents to the Class Members) required to be prepared in the course of administering the Settlement; (3)

1 computing the amount of the settlement payments, taxes, and any other payments to be made
2 under this Agreement; (4) calculating and handling inquiries about the calculation of
3 individual settlement payments; (5) establishing and operating a settlement payment center
4 website, address, and phone number to receive Class Members' inquiries about the Settlement;
5 (6) providing a due diligence declaration for submission to the Court prior to the final approval
6 hearing; (7) printing and providing Settlement Class Members and Plaintiff with W-2 and
7 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
8 filing any tax returns and information returns and any other filings required by any
9 governmental taxing authority or other governmental agency; and (9) for such other tasks as
10 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
11 Settlement Administration Costs will not exceed \$6,850. Settlement Administration Costs will
12 be paid out of the Gross Settlement Amount.

13 NN. "Settlement Administrator" refers to Phoenix Settlement Administrators.

14 OO. "Settlement Class" means all Class Members who have not submitted a timely
15 and complete Request for Exclusion.

16 PP. "Settlement Class Member" is a person who is a member of the Settlement
17 Class.

18 //

19 **III. BACKGROUND**

20 During the Class Period, Defendant operated a business in California. Plaintiffs
21 contend that during the Class Period, Defendant did not always comply with California law
22 in its payment of employees. Plaintiffs contend that, among other things, employees of
23 Defendant were not paid for all of their work, were not provided with compliant meal and rest
24 breaks, were not paid for all of their overtime work at overtime rates of pay, were not provided
25 compliant wage statements, were not paid all amounts due at separation and were not
26 reimbursed for all of their necessary expenses.

27 Defendant vehemently denies all of Plaintiffs' allegations and denies any wrongdoing.
28 Among other things, Defendant contends that all employees have been properly compensated

1 and that Defendant complied with all applicable laws.

2 The Parties have undertaken significant investigation and informal discovery during
3 the prosecution of this Action. Such discovery and investigation includes Defendant's
4 production and Class Counsel's review of personnel records, policies, and time and pay
5 records and other detailed information relevant to the Class Members' claims. Counsel for
6 the Parties have investigated the law as applied to the facts discovered regarding the alleged
7 claims of the Class and potential defenses thereto, and the potential damages claimed by the
8 Class.

9 On September 22, 2023, the Parties attended a mediation before an experienced and
10 well-regarded mediator, David Rotman. Shortly after the conclusion of the mediation, the
11 Parties reached an agreement regarding the resolution of this Action which is embodied in the
12 terms of this Agreement.

13 Plaintiffs and Class Counsel have concluded, after considering the sharply disputed
14 factual and legal issues involved in this Action, the risks attending further prosecution, and
15 the substantial benefits to be received pursuant to the compromise and settlement of the Action
16 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
17 Plaintiffs and the Settlement Class and is fair and reasonable.

18 This Settlement contemplates: (i) entry of an order preliminarily approving the
19 Settlement and approving certification of a Class for settlement purposes only; (ii)
20 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
21 Approval Order granting final approval of the Settlement; (iv) Defendant's payment of the
22 Gross Settlement Amount and Employer's Withholding Share; and (iv) entry of a final
23 judgment.

24 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

25 **A. Preliminary Approval of Settlement**

26 Following the execution of this Stipulation by all Parties or at such other time specified
27 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiffs'
28 motion for preliminary approval of the settlement. Plaintiffs' motion will include such briefing

1 and evidence as may be required for the Court to determine that this Agreement is fair and
2 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
3 of Court 3.769. Class Counsel will provide Defendant's Counsel with the opportunity to
4 review and comment on all drafts of all papers to be filed in connection with the motion for
5 preliminary approval (notice of motion, memorandum of points and authorities and
6 declarations) at least five court days before filing such motion with the Court. Plaintiffs'
7 motion for preliminary approval will also include a proposed order that is mutually agreed-
8 upon by the Parties. Defendant shall not oppose Plaintiffs' motion for preliminary approval
9 of the settlement to the extent it is consistent with the terms and conditions of this Agreement.
10 Defendant may, however, provide a written response to any characterization of the law or
11 facts contained in the motion for preliminary approval.

12 The Parties have agreed to the certification of the Class for the sole purposes of
13 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
14 the Settlement not be approved by the Court, the fact that the Parties were willing to stipulate
15 to class certification as part of the Settlement will have no bearing on, and will not be
16 admissible in connection with, the issue of whether a class should be certified in a non-
17 settlement context in this Action, and in any of those events, Defendant expressly reserves the
18 right to oppose class certification. Additionally, if the Settlement does not become final, this
19 Agreement and all negotiations, court orders, and proceedings related thereto shall be without
20 prejudice to the rights of all Parties hereto, and evidence relating to the Agreement and all
21 negotiations shall not be admissible in the Action or otherwise. The Parties further agree that
22 if, for any reason, the Settlement is not approved, the certification for purposes of this
23 Settlement will have no force or effect and will be immediately revoked.

24 **B. Cooperation**

25 The Parties agree to fully cooperate with each other to accomplish the terms of this
26 Agreement, including but not limited to, execution of such documents and to take such other
27 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
28 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to

the Settlement.

C. Notice of Settlement

Within ten (10) calendar days following the Court's order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class Data in an electronic format acceptable to the Settlement Administrator. Thereafter, and prior to mailing the Notices of Settlement, the Settlement Administrator shall provide the Class Data, without Class Member names, contact information or social security numbers, to Class Counsel. This information will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendant's express written authorization, by order of the Court, or as otherwise provided for in this Agreement.

Using the Class Data, the Settlement Administrator will: (1) confirm the number of Class Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement; (3) check all addresses against the National Change of Address database; and (4) within ten (10) calendar days of receiving the Class Data, send to each Class Member via First-Class United States mail an English version of the Notice of Settlement to the most recent address known for each Class Member.

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D. Re-Sending Class Notices

If Defendant, Defendant's Counsel or Class Counsel become aware of new addresses for any Class Member, prior to the filing of the motion for final approval, such information must immediately be communicated to the Settlement Administrator. The Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at the new address.

For any Notice of Settlement that is returned as undeliverable, the Settlement Administrator will perform a utility database search or other skip trace. The returned Notices of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such

searching and re-mailing will be completed within ten (10) calendar days of the date that Notices of Settlement were originally returned as undeliverable.

E. Requests for Exclusion (Opt-Outs)

Any Class Member who wishes to be excluded from the Settlement must complete and return the “Request for Exclusion Form” included with the Class Member’s Notice of Settlement or otherwise notify the Settlement Administrator in writing of his or her desire to be excluded by mailing his or her own Request for Exclusion to the Settlement Administrator that clearly expresses such desire and is signed by such Class Member. Any such Request for Exclusion shall include the Class Member’s name, current address, telephone number, and last four numbers of the Class Member’s social security number. To be valid, the Request for Exclusion must be postmarked (if mailed) or received (if faxed or sent electronically) no later than the Response Deadline.

Any Class Member who submits a valid and timely Request for Exclusion shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive no benefit from the Class Settlement. Provided, however, notwithstanding a valid Request for Exclusion, all PAGA Employees shall receive their share of the PAGA Employee Portion and will be deemed to have released the PAGA Released Claims.

Any Class Member who fails to submit a timely, complete, and valid Request for Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed that if a Request for Exclusion is not postmarked or received on or before the Response Deadline, the Class Member did not make the request in a timely manner. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion.

Unless a Class Member submits a timely, complete, and valid Request for Exclusion, he or she shall be deemed a Settlement Class Member and shall be bound by the terms and conditions of this Agreement. The releases provided for in this Agreement shall conclusively preclude any Settlement Class Member from asserting any of the Released Claims against any of the Released Parties in any judicial, administrative, or arbitral forum.

1 The Settlement Administrator shall promptly provide Class Counsel and Defendant's
2 Counsel with copies of all Requests for Exclusion that it receives.

3 **F. Declaration of Compliance**

4 At the time determined by Class Counsel, the Settlement Administrator shall provide
5 Class Counsel and Defendant's Counsel with a declaration attesting to completion of the
6 notice process set forth in this Section IV, including the number of notices sent and returned,
7 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
8 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
9 papers requesting final approval of the Settlement.

10 **G. Sufficient Notice**

11 Compliance with the procedures described in this Section IV shall constitute due and
12 sufficient notice to Class Members of this Settlement and of the Final Approval Hearing, shall
13 satisfy the requirements of due process, and nothing else shall be required of the
14 Representative Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, or the Settlement
15 Administrator to provide notice of the Settlement and the Final Approval Hearing.

16 **H. Objections to Settlement**

17 **1. Procedure and Deadline for Objections**

18 A Class Member may object to the Settlement by completing and submitting a written
19 "Notice of Objection Form" that is included with the Class Member's Notice of Settlement.
20 The Notice of Objection must be sent to the Settlement Administrator, and postmarked (if
21 mailed) or received (if faxed or emailed) no later than the Response Deadline, signed by the
22 objecting Class Member or his or her attorney, along with all supporting papers (if any). The
23 date the signed Notice of Objection was postmarked or received shall be conclusively
24 determined according to the records of the Settlement Administrator. The Settlement
25 Administrator shall send any Notices of Objection it receives to Defendant's counsel and
26 Class Counsel within three (3) business days of receipt. A Class Member may also object to
27 the settlement by appearing at the Final Approval Hearing. The Court retains final authority
28 with respect to the consideration and admissibility of any Notice of Objection.

1 If a Class Member submits both an objection and an opt-out request, the Settlement
2 Administrator shall make reasonable attempts to clarify the intentions of the Class Member.
3 If the Class Member fails to clarify their position, the opt-out request shall be disregarded, the
4 Settlement Administrator shall send the objection to Defendant's Counsel and Class Counsel
5 the claim will be paid, and the Class Member will become a Settlement Class Member and be
6 bound by the judgment.

7 **2. Responses to Objections**

8 Class Counsel and Defendant's counsel shall file any written objections from Class
9 Members submitted to the Settlement Administrator, and Class Counsel's and Defendant's
10 Counsel's responses to such objections, at least five (5) court days before the Final Approval
11 Hearing.

12 **I. Pro-Rata Increase in Settlement Fund**

13 Based on its records, Defendant estimates there are roughly 24,666 Workweeks from
14 November 16, 2018, through July 31, 2024, and 13,565 pay periods in the period from October
15 5, 2021, through July 31, 2024. Should the total number of Workweeks worked by Class
16 Members during the Class Period and/or the total number of Pay Periods worked by PAGA
17 Members during the PAGA Action period increase by more than 10%, then either (a)
18 Defendant shall increase the Gross Settlement Amount on a pro-rata basis to the percentage
19 increase in the number of Workweeks/Pay Periods worked by the Class Members and/or
20 PAGA Members above 10%, or (b) the Class Release Period and PAGA Release Period shall
21 end on the last day on which the workweeks do not exceed 27,132. Defendant shall notify
22 Class Counsel and Settlement Administrator of its choice at least five days before the date that
23 Settlement Notices are scheduled to be mailed.

24 **J. Defendant's Production of Financial Records**

25 Defendant contends that it has does not have the financial resources to pay any more
26 in settlement than the agreed upon Gross Settlement Amount. After being apprised of certain
27 information, Class Counsel has accepted Defendant's contention concerning its financial
28 condition. However, if necessary to support approval of the Settlement, Defendant will

1 provide a declaration from a person with knowledge attesting to Defendant's financial
2 condition.

3 **K. Final Approval Hearing**

4 On or before the date set by the Court, Class Counsel will file a motion for final
5 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
6 provide Defendant's counsel with the opportunity to review and comment on drafts of all
7 papers to be filed in connection with the motion for final approval (notice of motion,
8 memorandum of points and authorities and declarations) at least five court days before filing
9 such motion with the Court. Plaintiffs' motion for final approval will also include a proposed
10 order that is mutually agreed-upon by the Parties. Defendant shall not oppose the motion for
11 final approval of the settlement to the extent it is consistent with the terms and conditions of
12 this Agreement. Defendant may, however, provide a written response to any characterization
13 of the law or facts contained in the motion for final approval.

14 On the date set by the Court, the Final Approval Hearing shall be held before the Court
15 in order to: (1) determine whether the Court should give this Settlement final approval; (2)
16 determine whether Class Counsel's application for attorneys' fees and costs, and request for
17 the Service Award to the Representative Plaintiffs, should be granted; (3) determine whether
18 the Court should approve the payment of fees to the Settlement Administrator and the PAGA
19 Settlement Amount and (4) consider any timely Objections to Settlement, including Class
20 Counsel's and Defendant's counsel's responses thereto.

21 Upon final approval, the Court shall enter a Final Approval Order (in a form submitted
22 by Class Counsel and approved by Defendant's counsel) which has the effect of adjudicating
23 all claims set forth in the Complaint and implementing the release of Released Claims and
24 PAGA Released Claims, as set forth in this Agreement. The Final Approval Order will be
25 posted on the Settlement Administrator's website. The posting of the Final Approval Order
26 on the Settlement Administrator's website will constitute notice of entry of the judgment, as
27 required by California Rule of Court 3.771(b).

28 **L. Settlement Payments to Settlement Class Members and PAGA Employees**

1 **1. Calculation of Class Settlement Payments**

2 The Net Settlement Amount shall be divided among and distributed to individual
3 Settlement Class Members using the following formula:

4 **(Individual Settlement Class Member's Qualifying Workweeks ÷ All**
5 **Settlement Class Members' Qualifying Workweeks) x (Net Settlement**
6 **Amount)**

7 The Settlement Administrator shall have the authority and obligation to make
8 payments, credits, and disbursements, including payments and credits in the manner set forth
9 herein, to Settlement Class Members calculated in accordance with the methodology set out
10 in this Agreement and orders of the Court.

11 The Parties acknowledge and agree that the formula used to calculate individual
12 settlement payments does not imply that all the elements of damages alleged in the Action are
13 not being considered. The above formula was devised as a practical and logistical tool to
14 simplify the settlement process.

15
16
17 **2. Distribution of PAGA Employee Portion**

18 The PAGA Employee Portion will be divided among and distributed to all PAGA
19 Employees based upon the number of PAGA Pay Periods they worked pursuant to the
20 following formula:

21 **(Individual PAGA Employee's PAGA Pay Periods ÷ All PAGA Employees'**
22 **PAGA Pay Periods) x \$18,750**

23 Settlement Class Members who are also PAGA Employees will receive their shares of
24 the PAGA Employee Portion included in the same checks that include their individual
25 Settlement Class Member payments. Class Members who exclude themselves from the Class
26 Settlement will still receive their shares of the PAGA Employee Portion and such Class
27 Members will still be bound by the PAGA Release, notwithstanding their exclusion from the
28 Settlement Class.

1 **3. Inclusion of Qualifying Workweeks, PAGA Pay Periods and**
2 **Estimated Settlement Payment Information in Notice of Settlement**

3 The Notice of Settlement sent to each Class Member shall state the amount of the Class
4 Member's Qualifying Workweeks and PAGA Pay Periods, as reflected in the Class Data. The
5 Notice of Settlement shall provide an estimate of each Class Member's share of the Class
6 settlement and each PAGA Employee's share of the PAGA Employee Portion, as calculated
7 by the Settlement Administrator. The estimated settlement payment included in the Notice of
8 Settlement will be calculated by assuming that no Class Members will be excluded from the
9 Settlement.

10 **4. Eligibility**

11 Settlement Class Members (but not Class Members who exclude themselves from the
12 Settlement), will receive a settlement payment from the Net Settlement Amount, distributed
13 through the Settlement Administrator. All PAGA Employees will still receive a check for their
14 share of the PAGA Employee Portion, regardless of whether they submit a valid Request for
15 Exclusion.

16 If the Parties become aware after settlement checks are mailed that a Class Member
17 was not sent a Notice of Settlement because of an error in the Class Data as provided by
18 Defendant, Defendant may arrange to separately pay the Class Member the amount that the
19 Class Member would have received had they participated in the settlement, as long as the
20 Class Member agrees in writing to be bound by the Judgment and Class releases.

21 //

22 **5. Disputes about Qualifying Workweeks or PAGA Pay Periods**

23 If a Class Member disagrees with the number of Qualifying Workweeks or PAGA Pay
24 Periods, as stated in their Notice of Settlement, they may dispute that figure by completing
25 and submitting the "Dispute Form," included with the Class Member's Notice of Settlement
26 or otherwise informing the Settlement Administrator of the number of Qualifying Workweeks
27 and/or PAGA Pay Periods that they claim to have worked during the Class Period or PAGA
28 Period and provide any supporting documentation (such as, without limitation, payroll or time

keeping records, and paycheck stubs) on or before the Response Deadline. The completed Dispute Form must be sent to the Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no later than the Response Deadline. If there is a dispute, the Settlement Administrator will consult with Class Counsel and Defendant's counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine any such disputes, subject to Court approval. The Settlement Administrator shall be obligated to resolve any such disputes within ten (10) calendar days, but by no later than the date of the Final Approval Hearing.

6. Allocation of Settlement Payments

Payment to each Settlement Class Member shall be allocated as follows: ~~20~~30% shall be attributed to wages, to be reported on a W-2 form; ~~80~~70% shall be reported as penalties and interest. The amount of penalties and interest will be reported on an IRS Form 1099. All payments of the PAGA Employee Portion will be considered penalties and reported on an IRS Form 1099.

7. Payment of Payroll Taxes

The amount paid to each Settlement Class Member attributable to wages shall be subject to all applicable taxes and other withholdings and shall be net of the Settlement Class Member's share of all federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The Employer's Withholding Share shall be paid by Defendant separately and in addition to Defendant's payment of the Gross Settlement Amount.

For each Settlement Class Member, the Settlement Administrator shall determine the Employer's Withholding Share. Information related to the Employer's Withholding Share for each Settlement Class Member shall be provided to Defendant by the Settlement Administrator. If Defendant disagrees with the Settlement Administrator's determination of the Employer's Withholding Share, it will communicate with and share information reasonably necessary to reach a good faith determination of the correct Employer's Withholding Share.

1 **8. Payments to Settlement Class Members and the LWDA**

2 As provided in Section IV.N, below, Defendant will pay the Gross Settlement Amount
3 in four separate installments. Within ten (10) calendar days after Defendant's deposit of the
4 second installment and the Employer's Withholding Share, the Settlement Administrator will
5 make the settlement payments to Settlement Class Members, PAGA Employees and the
6 LWDA based on the payment formulae set forth herein.

7 **M. The Settlement Administrator**

8 The Settlement Administrator will perform the duties specified in this Agreement and
9 any other duties incidental to such obligations. The Settlement Administrator's duties shall
10 include, without limitation: establishing the QSF, preparing and distributing the Notice of
11 Settlement; calculating and directing the disbursement of payments to Settlement Class
12 Members, Class Counsel, the Class Representative and the LWDA; calculating and timely
13 paying any and all payroll taxes from the wages portion of the Net Settlement Amount to the
14 appropriate tax authorities, as required under this Agreement and applicable law; handling
15 inquiries about the calculation of individual settlement payments; preparing and filing any tax
16 returns and information returns and any other filings required by any governmental taxing
17 authority or other governmental agency; providing weekly status reports to the Parties'
18 counsel; advising Defendant's counsel and Class Counsel of any Class Members who submit
19 Notices of Objections and/or Requests for Exclusion; providing a due diligence declaration
20 for submission to the Court prior to the final approval hearing; printing and providing
21 Settlement Class Members and Representative Plaintiff with W-2 and 1099 forms as required
22 under this Agreement and applicable law; arranging for and remitting funds from any
23 uncashed settlement payment to the designated recipient, as determined by the Court; and for
24 such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator
25 to perform.

26 The Settlement Administrator shall establish a settlement payment center address,
27 telephone number and email address to receive Class Members' inquiries about the Notice of
28 Settlement, requests to be excluded from the Settlement and settlement payments.

1 In addition, the Settlement Administrator shall establish a static website and, on the
2 website, post this stipulation, any preliminary approval order and the Final Approval Order
3 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
4 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
5 3.771(b).

6 For its services, the Settlement Administrator's fee will not exceed \$6,850. The
7 Court's failure to approve the entire amount of the Settlement Administrator's fee, shall not
8 affect the terms of the Parties' settlement and any such unapproved amounts shall remain part
9 of the Net Settlement Amount and shall be distributed in accordance with the provisions of
10 this Stipulation.

11 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they do
12 not have any financial interest in the Settlement Administrator or otherwise have a relationship
13 with the Settlement Administrator that could create a conflict of interest.

14 **N. Time for Payment by Defendant**

15 Defendant will pay the Gross Settlement Amount in four installments, to be paid every
16 two months following the initial payment. The first installment of \$300,000 will be made to
17 the Settlement Administrator within 63 calendar days from the Final Approval Order; a second
18 payment of \$150,000, plus the Employer's Withholding Share, will be made two months after
19 the first payment is due; a third payment of \$150,000 will be made two months after the second
20 payment is due; and a final payment of \$150,000 will be made two months after the third
21 payment is due.

22 If, after the Court enters a Final Approval Order, Defendant fails to timely pay the
23 amount required to satisfy its payment obligation under this Stipulation, the Representative
24 Plaintiffs, at their option, may either (1) declare the Settlement terminated, in which case, the
25 Parties agree that the Court will nullify the Final Approval Order and Judgment and Plaintiffs
26 may continue to prosecute their claims against Defendant, or (2) seek to collect all amounts
27 owed under the Final Approval Order and Judgment against Defendant.

O. Payments to Class Counsel, the Representative Plaintiffs and the Settlement Administrator

Subject to Court approval, within ten (10) calendar days of Defendant's deposit of the full Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator shall make payment from the QSF to: (1) Class Counsel, for Class Counsel's Attorneys' Fees and Class Counsel's Costs, as approved by the Court; (2) the Representative Plaintiff for the Service Award, as approved by the Court; and (3) to the Settlement Administrator for the Settlement Administration Costs, as approved by the Court. These payments will be reported on an IRS Form 1099.

P. Un-cashed/Un-deposited Settlement Payment Checks

If any Settlement Class Member or PAGA Employee's settlement payment check has not been cashed or deposited within sixty (60) calendar days after disbursement, the Settlement Administrator shall attempt to contact each individual to advise them to cash their checks, and to offer to replace any checks reported as either lost or stolen. In attempting to contact such persons, the Settlement Administrator will send notices (1) by mail to the individuals' last known addresses (as provided by Defendant) after first checking those addresses against the NCOA database and skip tracing and (2) by telephoning or emailing such persons, in the event that Defendant has provided telephone numbers and/or email addresses for such persons.

If a Class Member's check is not cashed within 180 calendar days, the check will be void and a stop payment order may be placed on the check. In such event, the Settlement nevertheless will be binding upon the Settlement Class Member. The funds represented by all uncashed settlement checks will be transmitted by the Settlement Administrator to the California State Controller as unclaimed property in the name of the individual Settlement Class Member. The Parties agree that such disposition results in no "unpaid residue" under California Code of Civil Procedure section 384, as all payments to the Settlement Class will be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

1 **Q. Class Counsel Attorneys' Fees and Costs**

2 Defendant will not oppose Class Counsel's application for an award of attorneys' fees
3 of up to 35% of the Gross Settlement Amount. Assuming the escalator clause is not triggered,
4 the maximum amount sought will be two hundred and sixty-two thousand and five hundred
5 dollars (\$262,500).

6 Defendant will not oppose Class Counsel's application for an award of their reasonable
7 litigation expenses and costs in an amount not to exceed \$25,000.

8 Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court,
9 shall be paid from the Gross Settlement Amount.

10 To the extent the Court does not approve any or the entire amount of Class Counsel's
11 Attorney's Fees or Class Counsel's Costs, it shall not affect the terms of the Parties' settlement
12 and any such unapproved amounts shall remain part of the Net Settlement Amount and shall
13 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement
14 by the Court shall not be contingent on approval of the amounts of Class Counsel's Attorney's
15 Fees or Class Counsel's Costs requested by Class Counsel.

16 Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees
17 and Class Counsel's Costs, and except as otherwise provided by this Stipulation, Class
18 Counsel waives any claim to costs and attorneys' fees and expenses against Defendant arising
19 from or related to the Action, including but not limited to claims based on the California Labor
20 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
21 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
22 enforcing the terms of this Stipulation.

23 **R. Service Awards to Representative Plaintiffs**

24 ———The Representative Plaintiffs' Service Award as approved by the Court, shall
25 be paid from the Gross Settlement Amount.

26 ———The Representative Plaintiffs shall be responsible for all portions of federal,
27 state, and local tax liabilities that may result from the payment of the Service Award and
28 agrees that Defendant shall bear no responsibility for any such tax liabilities.

To the extent the Court does not approve any or all of the amount of the Service Awards sought by the Representative Plaintiffs, any amounts not awarded by the Court will remain part of the Net Settlement Amount and will be distributed in accordance with the terms of this Stipulation and the Parties agree that the Settlement shall remain binding with such modification(s) and its terms will otherwise be unchanged.

S. Taxes

1. Withholding and Reporting Requirements

The Settlement Administrator shall be responsible for ensuring that all taxes required to be withheld from the wage portions of each Settlement Class Member's individual settlement payment, along with the Employer's Withholding Share, are timely paid to the appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will also include the following: (a) filing all Federal, state, and local employment tax returns, tax withholding returns, and any other tax returns associated with the taxes, (b) timely and proper filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and (c) completion of any other steps necessary for compliance with any tax obligations of the settlement fund under Federal, state and/or local law. To verify the Settlement Administrator's compliance with the foregoing withholding and reporting requirements, as soon as administratively practicable, the Settlement Administrator shall, upon request, furnish Class Counsel and Defendants' Counsel with copies of all filed tax returns and information returns (including all 1099 and W-2 information returns), and a final accounting adequate to demonstrate full compliance with all tax withholding, payment and reporting obligations.

2. Circular 230 Disclaimer

Each party to this Agreement (for purposes of this section, the "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party, and "Other Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute

1 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
2 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
3 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
4 (including tax advice) in connection with this Agreement, (b) has not entered into this
5 Agreement based upon the recommendation of any other party or any attorney or advisor to
6 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
7 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
8 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
9 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
10 (regardless of whether such limitation is legally binding) upon disclosure by the
11 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
12 transaction contemplated by this Agreement.

13 **U. Defendant's Right to Terminate the Settlement**

14 If more than five percent (5%) of Class Members opt out of the Settlement, Defendant
15 shall have the option to cancel the Settlement, subject to paying the class administrator its
16 reasonable expenses incurred up to the date of cancellation. Defendant must make this election
17 at least two weeks before the motion for final approval is due to be filed with the Court.

18 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

19 **A. No Admission of Liability**

20 Neither the acceptance nor the performance by Defendant of the terms of this
21 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
22 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of any
23 allegations in the original Complaint or First Amended Complaint, or that they have any
24 liability to the Representative Plaintiff or the Class Members on their claims. Defendant denies
25 that they have engaged in any unlawful activity, have failed to comply with the law in any
26 respect, or have any liability to anyone under the claims asserted in the Action. This
27 Agreement is entered into solely for the purpose of compromising highly disputed claims.

28 **B. Nullification**

1 In the event that the Court does not approve the Settlement in accordance with this
2 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
3 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
4 after a good faith effort to resolve any issues, the Court for any reason does not approve this
5 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
6 in the same position, without prejudice, as if the Settlement had been neither entered into nor
7 filed with the Court.

8 **VI. RELEASE**

9 **A. Settlement Class Member Release**

10 It is the desire of the Representative Plaintiffs, Class Members (except those who
11 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
12 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order and
13 Judgment and Defendants' payment of the Gross Settlement Amount and Employer's
14 Withholding Share, and except as to such rights or claims as may be created by this Settlement
15 Agreement, the Settlement Class Members, on behalf of themselves, and each of their heirs,
16 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation
17 of the final judgment shall have, fully released and discharged the Released Parties from any
18 and all Released Claims that accrued during the Class Period.

20 **B. PAGA Employee Release**

21 Regardless of whether they submitted a valid Request for Exclusion, all PAGA
22 Employees and the LWDA shall fully, finally, and forever settle, compromise, and discharge
23 the PAGA Released Claims. Upon entry of the Final Approval Order and Judgment and
24 Defendant's payment of the Gross Settlement Amount, and except as to such rights or claims
25 as may be created by this Settlement Agreement, all PAGA Employees, on behalf of
26 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall
27 be deemed to have, and by operation of the final judgment shall have, fully released and
28 discharged the Released Parties from any and all PAGA Released Claims arising during the

1 PAGA Period.

2 **C. Release by Representative Plaintiffs**

3 1. Representative Plaintiffs do hereby, for themselves and their spouses, heirs,
4 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
5 guardians, personal representatives, and assigns forever and completely release and discharge
6 the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
7 promises, agreements, controversies, damages, actions, causes of action, suits, rights,
8 demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil
9 penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any
10 nature whatsoever, from the beginning of time through the execution of this Stipulation,
11 whether known or unknown, suspected or unsuspected, including but not limited to all claims
12 arising out of, based upon, or relating to Representative Plaintiffs' employment with
13 Defendant or the remuneration for or termination of such employment (the "Representative
14 Plaintiffs' Claims").

15 2. Without limiting the generality of the foregoing, this general release by
16 Representative Plaintiffs includes all federal, state and local statutory claims, federal and state
17 common law claims (including but not limited to those for contract, tort and equity), including
18 without limitation any claims for breach of any implied or express contract or covenant; claims
19 for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of
20 insurance and employee benefits (except workers' compensation benefits); claims for failure
21 to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation,
22 emotional distress, assault/battery, or other common law or tort matters; claims of harassment,
23 retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry,
24 physical or mental disability, protected activity, medical condition, marital status, sexual
25 preference, union activity, or veteran status; claims under the Americans with Disabilities Act,
26 Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as
27 amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older
28 Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair

1 competition; claims based on legal restrictions on Defendant's right to terminate, not to hire
2 or promote employees, or to change an employee's compensation; and claims based on any
3 federal, state or other governmental statute, regulation or ordinance, all statutory,
4 constitutional, contractual or common law claims for wages, damages, unpaid costs or
5 expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation
6 costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards
7 Act, the Employment Retirement Security Income Act of 1974, the California Constitution,
8 the California Fair Employment and Housing Act, the California Unfair Competition Act
9 (California Business and Professions Code section 17200 et seq.), the California Labor Code,
10 or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following
11 categories of allegations regardless of the forum in which they may be brought, to the fullest
12 extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for
13 unpaid minimum wages; (iii) all claims for meal break violations; (iv) all claims for rest period
14 violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely
15 pay wages upon termination; (vii) all claims for the failure to timely pay wages during
16 employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time
17 pay; and (x) all other penalties recoverable for such claims under PAGA.

18 3. Representative Plaintiffs agree that there is a risk that any injury that they may
19 have suffered by reason of the Released Parties' relationship with them might not now be
20 known, and there is a further risk that said injuries, whether known or unknown at the date of
21 this Agreement, might possibly become progressively worse, and that as a result thereof
22 further damages may be sustained. Nevertheless, Representative Plaintiffs agree to forever
23 and fully release and discharge the Released Parties, and understand that by the execution of
24 this Agreement no further claims for any such injuries that existed at the time of the execution
25 of this Agreement may ever be asserted by Representative Plaintiffs with respect to claims
26 arising in the time period from the beginning of time to the execution of this Agreement.

27 4. Representative Plaintiffs expressly waive and relinquish all rights and benefits
28 afforded by Section 1542 of the Civil Code of the State of California and do so understanding

1 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
2 Code of the State of California states:

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

8 Notwithstanding the provisions of Section 1542, and for the purpose of implementing
9 a full and complete release and discharge of all parties, Representative Plaintiffs expressly
10 acknowledge that this Agreement is intended to include in its effect, without limitation, all
11 claims that Representative Plaintiffs knew of, as well as all claims that they do not know or
12 suspect to exist in their favor against the Released Parties, or any of them, for the time period
13 from the beginning of time to the execution of this Agreement, and that this Agreement
14 contemplates the extinguishment of any such Representative Plaintiffs' claims.
15 Notwithstanding the above, the general release by Representative Plaintiffs shall not extend
16 to claims for workers' compensation benefits, claims for unemployment benefits, or other
17 claims that may not be released by law.

18 **VII. PUBLICITY**

19 Other than filing any required Notices of Settlement in the Blanco PAGA Action and
20 Blanco Class Action, the Class and PAGA Representatives and Class Counsel will not make
21 any public disclosure of the Settlement or this Agreement until the filing of Plaintiffs' Motion
22 for Preliminary Approval. Class Counsel will take all steps necessary to ensure the Class and
23 PAGA Representatives are aware of and will encourage the Class and PAGA Representatives
24 to adhere to, the restriction against any public disclosure of the Settlement or this Agreement
25 until Plaintiffs file their Motion for Preliminary Approval with the Court.

26 **VIII. MISCELLANEOUS PROVISIONS**

27 **A. Amendments**

28

1 This Settlement Agreement may only be modified or changed by a writing signed by
2 the Parties hereto or by their counsel and approved by the Court.

3 **B. Integrated Agreement**

4 After this Stipulation is signed and delivered by all Parties to the Action and their
5 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
6 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
7 representations, warranties, covenants, or inducements have been made to any Party
8 concerning this Stipulation or its exhibits other than the representations, warranties,
9 covenants, and inducements expressly stated in this Stipulation and its exhibits.

10 **C. No Inducements**

11 The Parties acknowledge that they are entering into this Agreement as a free and
12 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
13 and that neither Plaintiff nor Defendant have relied on any promises, representations, or
14 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

15 **D. No Prior Assignment**

16 The Parties hereto represent, covenant, and warrant that they have not directly or
17 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
18 any person or entity any portion of any liability, claim, demand, action, cause of action, or
19 rights herein released and discharged except as set forth herein.

20
21 **E. No Retaliation or Advice**

22 Defendant agrees not to retaliate against any Class Member for participating in the
23 Settlement or cooperating with Class Counsel, and Defendant will not induce or offer any
24 advice to any current or former employee to opt out of, or object to, the Settlement.

25 //

26 **F. Attorney's Fees**

27 To the extent that any Party institutes any legal action, arbitration, or other proceeding
28 to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their

1 reasonable attorneys' fees and costs from the other Party or Parties.

2 **G. Applicable Law**

3 All terms and conditions of this Stipulation and its exhibits will be governed by and
4 interpreted according to the laws of the State of California, without giving effect to any
5 conflict of law principles or choice of law principles.

6 **H. Entry of Judgment Pursuant to Terms of Settlement**

7 The Parties agree that upon the Settlement of this case, the Court may enter judgment
8 pursuant to the terms of this Settlement and specifying the Gross Settlement Amount. The
9 Court will retain jurisdiction over the Parties to enforce the Settlement until performance in
10 full of the terms of the Settlement.

11 **I. Notices**

12 All notices, requests, demands and other communications required or permitted to be
13 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
14 first class mail to Class Counsel or Defendant's Counsel at their respective addresses as set
15 forth at the beginning of this Agreement or at any new address as to which counsel have
16 advised the Court and the other Parties.

17 **J. Binding on Successors**

18 This Agreement shall be binding and shall inure to the benefit of the Parties to the
19 Action and their respective successors, assigns, executors, administrators, heirs, and legal
20 representatives.

21
22 **K. Counterparts**

23 This Stipulation, and any amendments hereto, may be executed in any number of
24 counterparts, each of which when executed and delivered shall be deemed to be an original
25 and all of which taken together shall constitute the same instrument.

26 //

27 **L. Warranties and Representations**

28 With respect to themselves, each of the Parties to this Action and or their agent or

1 counsel represents, covenants, and warrants that they have full power and authority to enter
2 into and consummate all transactions contemplated by this Stipulation and have duly
3 authorized the execution, delivery, and performance of this Stipulation.

4 **M. Representation by Counsel**

5 The Parties to this Action acknowledge that they have been represented by counsel
6 throughout all negotiations that preceded the execution of this Stipulation, and that this
7 Stipulation has been executed with the consent and advice of counsel.

8 **N. Signatories**

9 It is agreed that because the Class Members are so numerous, it is impossible or
10 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
11 will advise all Class Members of the binding nature of the release, and the release shall have
12 the same force and effect as if this Stipulation was executed by each member of the Settlement
13 Class.

14 Dated: _____

Plaintiff Everlin Blanco

16 Dated: _____

Plaintiff Rudy Ramirez

18 Dated: _____

California Boiler, Inc.

20 By: _____

21 Its: _____

26 Approved as to form:

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JACKSON LEWIS, PC

Dated: _____

By: _____

Nicole M. Shaffer
Mayra Hernandez
Attorneys for Defendant California Boiler, Inc.

Dated: ~~October 15, 2024~~ June 30, 2025

GUNDZIK GUNDZIK HEEGER LLP

By: _____



Aaron Gundzik
Attorney for Plaintiffs

Dated: _____

LAWYERS FOR JUSTICE, PC

By: _____

Edwin Aiwazian
Joanna Ghosh
Elizabeth Parker-Fawley
Attorney for Plaintiffs

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Exhibit A
(Notice of Settlement)

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Exhibit D
(Revised Notice with Forms)

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

Blanco, et al. v. California Boiler, Inc., Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

If you have been employed in California by CALIFORNIA BOILER, INC. as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Orange County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Orange County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for California Boiler, Inc. (“Defendant” or “California Boiler”) in California during the Class Period (November 16, 2018, through September 19, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department CX102 of the Orange County Superior Court, which is located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against California Boiler, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by California Boiler’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for California Boiler in California at any time from November 16, 2018, through September 19, 2024. You are receiving this notice because, according to California Boiler’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

Former employees of California Boiler filed a class action against California Boiler in the Orange County Superior Court. The case is called *Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC* (the “Action”). The Action alleges that Plaintiffs and other the non-exempt employees of California Boiler were, among other things, not paid for all of their work, not paid all overtime wages owed, not provided with compliant meal and rest breaks, not provided compliant wage statements, not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California

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Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

California Boiler vehemently denies all of Plaintiffs' allegations and denies any wrongdoing. Among other things, California Boiler contends that all employees have been properly compensated and that California Boiler complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by California Boiler. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2025 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Edwin Aiwarzian Joanna Ghosh Elizabeth Parker-Fawley LAWYERS for JUSTICE, PC 450 Brand Blvd., Suite 900 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Aaron.gundzik@gghllp.com Rebecca Gundzik Rebecca.gundzik@gghllp.com GUNDZIK GUNDZIK HEEGER LLP 3415 S. Sepulveda Blvd., Suite 420 Los Angeles, CA 90034 Tel: (818) 290-7461
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

California Boiler has agreed to pay \$750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release award to the Plaintiffs, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$365,650, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$262,500 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount. Class Counsel have agreed to split any attorneys' fee award as follows: 80% to Lawyers for Justice, PC and 20% to Gundzik Gundzik Heeger LLP.

(b) Service and Release Award: The Plaintiffs, Everlin Blanco and Rudy Ramirez, are requesting service and release awards not to exceed \$7,500 each for a total of \$15,000 in addition to the amount they will receive as members of the class and/or as PAGA Employees, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to California Boiler. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

FOR MORE INFORMATION CALL 1-800-_____.

(c) **Settlement Administration Costs:** The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$6,850. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payments for PAGA Penalties:** Subject to the Court's approval, a total of \$75,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that California Boiler owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$56,250 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$18,750, will be distributed to class members who worked for California Boiler at any time during the PAGA Period, which is from October 5, 2021, through September 19, 2024 ("PAGA Employees"). Each PAGA Employee's portion of the \$18,750 in penalties will be calculated by dividing the individual's number of pay periods worked during the PAGA Period by the total number of pay periods worked during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$18,750.

(e) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for California Boiler for at least one day during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to California Boiler's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member. California Boiler's records also show that you worked a total of ___ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$ _____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds.

For tax purposes, your Class settlement payment will be considered 30% as wages and reported on a W-2 form. The other 70% of your class settlement payment will be considered as penalties and interest. These amounts will be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be deemed penalties and reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. **Release by Class Members who do not exclude themselves from the Settlement.**

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release California Boiler and all of its present and former parent companies, subsidiaries, divisions, related and affiliated companies from all claims arising during the Class Period under state, federal or local law, whether statutory, common law or administrative law that were made or that could have been made based on the allegations in the complaint which allege: (1) Failure to Pay Overtime; (2)

FOR MORE INFORMATION CALL 1-800-_____.

Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in Violation of Business and Professions Code Section 17200 and their request for damages, including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any nature; interest; fees and costs.

B. Release by Class Members who worked for California Boiler During the PAGA Period.

If you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will receive a payment that is your share of the PAGA Employee Portion and you will release California Boiler and all of its present and former parent companies, subsidiaries, divisions, related and affiliated companies, all claims for PAGA civil penalties arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts contained in the complaint and/or October 5, 2022, PAGA notice letter to the LWDA, including but not limited to: claims under the Private Attorneys General Act, Cal. Labor Code § 2698 et seq. arising out of or related to the allegations in the operative complaint which alleges: PAGA violations arising from Defendant's alleged failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during employment; (7) furnish complete and accurate wage statements; (8) keep complete and accurate payroll records; and (9) reimburse business related expenses and costs. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you can complete and sign the enclosed "Workweek Dispute Form," and return it to the Settlement Administrator. Or otherwise provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*). You should provide written documentation supporting the number of workweeks you believe that you worked. Your completed Dispute Form or other dispute documents must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than **[60 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by completing and signing the enclosed "Request for Exclusion Form" and returning it to the Settlement Administrator. You may also submit a written Request for Exclusion at the address specified in Section 11 below. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must

FOR MORE INFORMATION CALL 1-800-_____.

also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked (if mailed) or received by the Settlement Administrator (if faxed or emailed) on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against California Boiler.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by completing and signing the enclosed “Notice of Objection Form” and returning it to the Settlement Administrator at the address specified in Section 12 below. The completed Objection Form must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than **[60 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel’s request for attorneys’ fees and costs, and other issues will be held on _____, 2025 at _____.m., in Department CX102 of the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

If the Court approves of the settlement at the Final Approval Hearing, the Court will enter judgment on the settlement. A copy of the judgment will be posted on the Settlement Administrator’s website: www._____.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www._____ or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

FOR MORE INFORMATION CALL 1-800-_____.

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

NOTICE OF OBJECTION FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

If you wish to object to the Class Settlement described in the Notice of Class Action Settlement (“Class Notice”), fill out this form and mail, email or fax it to the Settlement Administrator, at the following address:

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

The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before [RESPONSE DEADLINE]

Explanation of the Grounds for Your Objection (along with Legal or Factual Support for Your Objection):

If you are relying on papers, briefs, or other documents to make your objection, you must attach them to this form.

Full Name of Class Member: _____

Address of Class Member: _____

Signature of Class Member: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you have a legal representative representing you with respect to your objection, you must also provide the following information:

Full Name of Class Member’s Legal Representative: _____

Address of Class Member’s Legal Representative: _____

Telephone Number of Class Member’s Legal Representative: _____

Signature of Class Member’s Legal Representative: _____

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.
For more information, please consult the Notice of Class Action Settlement.

Questions? Call: [Settlement Administrator’s 1-800 number]

NOTICE OF OBJECTION FORM

REQUEST FOR EXCLUSION FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND YOU DO NOT WANT TO RECEIVE ANY PAYMENT FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, email or fax. at the following address:

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

The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before [RESPONSE DEADLINE]

I request to be excluded from the class action settlement in the matter of ***Blanco, et al. v. California Boiler, Inc.*** By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, if I am a PAGA Employee (i.e., if I was employed by Defendant California Boiler, Inc. in the State of California, as a non-exempt or hourly-paid employee at any time during the period from October 5, 2021, through September 19, 2024) nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

CLASS MEMBER WORKWEEK/PAY PERIOD DISPUTE FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

**ONLY RETURN THE FORM TO THE ADDRESS BELOW TO DISPUTE THE
INFORMATION INCLUDED HERE.**

The records from Defendants indicate that you worked <<Class WW>> workweeks as a non-exempt employee from Class Period Start Date through Class Period End Date, and you worked <<PAGA PP>> pay periods during the PAGA Period of PAGA Period Start Date through PAGA Period End Date. Based on your total number of workweeks and pay periods, your estimated payment is \$<<Class Amt>> for the class action portion of the settlement and \$<<PAGA Amt>> for the PAGA portion of the settlement.

If you believe your total number of workweeks and/or pay periods is **incorrect**, please mail, email or fax this Dispute Form to the address below **along with any supporting documentation**. The Settlement Administrator will make its determination after considering the records and any documentation you provide.

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

**The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before
[RESPONSE DEADLINE]**

Total Number of Workweeks You Believe You Worked _____

Total Number of Pay Periods You Believe You Worked _____

Dated: _____

(Signature)

(Type or Print Name)

(Telephone Number or Email Address)

**NOTIFICACIÓN DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA
PARA LA APROBACIÓN DEL TRIBUNAL**

Blanco, et al. contra California Boiler, Inc., Caso del Tribunal del Condado de Orange No. 30-2022-01292011-CU-OE-CXC

Si usted ha sido empleado en California por CALIFORNIA BOILER, INC. como empleado no exento, puede tener derecho a recibir dinero de un Acuerdo de Demanda colectiva.

*El Tribunal Superior del Condado de Orange autorizó este aviso.
Esto no es una solicitud de un abogado.*

ESTE AVISO PUEDE AFECTAR A SUS DERECHOS. POR FAVOR, LÉALO DETENIDAMENTE.

Usted está recibiendo este Aviso porque el Tribunal Superior del Condado de Orange ha aprobado preliminarmente un Acuerdo propuesto en una Demanda colectiva presentada en nombre de todos los empleados no exentos que trabajaron para California Boiler, Inc. (“Demandada” o “California Boiler”) en California durante el Período de la Clase (del 16 de Noviembre de 2018 al 19 de Septiembre de 2024). Habrá una audiencia para determinar si el Acuerdo debe recibir la aprobación definitiva del Tribunal el _____ a las _____.m. en el Departamento CX102 del Tribunal Superior del Condado de Orange, que se encuentra en Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701.

Este Aviso explica el Acuerdo propuesto y proporciona una estimación de cuánto dinero recibirá como pago del Acuerdo si no se excluye del mismo. Si no desea formar parte de la Clase del Acuerdo, debe presentar una Solicitud de Exclusión (descrita en la Sección 9, a continuación) a más tardar [60 días después del envío]; de lo contrario, quedará obligado por los términos del Acuerdo, incluida la exención de ciertas reclamaciones que pueda tener contra California Boiler, según se describe en la Sección 8 de este Aviso.

1. FINALIDAD DE ESTE AVISO

El Tribunal ha ordenado que se le envíe este Aviso porque usted ha sido identificado como miembro de la Clase por medio de los registros de California Boiler. El propósito de este aviso es proporcionarle información sobre la Demanda y el Acuerdo propuesto y aconsejarle sobre sus opciones.

2. PERSONA ELEGIBLE PARA RECIBIR EL PAGO DEL ACUERDO

Las personas elegibles para recibir un pago del Acuerdo son todos los empleados no exentos que trabajaron para California Boiler en California en cualquier momento desde el 16 de Noviembre de 2018 hasta el 19 de Septiembre de 2024. Usted está recibiendo este aviso porque, según los registros de California Boiler, puede ser elegible para participar en el Acuerdo.

3. DESCRIPCIÓN DE LA DEMANDA

Antiguos empleados de California Boiler presentaron una Demanda colectiva contra California Boiler ante el Tribunal Superior del Condado de Orange. El caso se llama *Blanco, et al. v. California Boiler, Inc., Tribunal del Condado de Orange, Caso 30-2022-01292011-CU-OE-CXC* (la “Demanda”). La Demanda alega que a los Demandantes y a otros empleados no exentos de California Boiler, entre otras cosas, no se les pagó por todo su trabajo, no se les pagaron todos los salarios por horas extras adeudados, no se les proporcionaron descansos y comidas conformes, no se les proporcionaron declaraciones salariales conformes, no se les reembolsaron sus gastos necesarios y no se les pagaron todas las cantidades adeudadas en el momento de la separación. Basándose en estos hechos y otros, la Demanda de los Demandantes alega causas de acción por: (1) Infracción de las secciones 510 y 1198 del Código Laboral de California (horas extraordinarias no pagadas); (2) Infracción de las secciones 226.7 y 512(a) del Código Laboral de California (primas por períodos de comida no pagadas); (3) Infracción de la sección 226.7 del Código Laboral de California (primas por períodos de descanso no pagadas); (4) Infracción de las secciones 1194, 1197 y 1197.1 del Código Laboral (salarios mínimos no pagados); (5) Violación de las secciones 201 y 202 del Código Laboral de California (salarios finales no pagados a tiempo); (6) Violación de la sección 204 del Código Laboral de California (salarios no pagados a tiempo durante el empleo); (7) Violación de la sección 226(a)

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del Código Laboral de California (declaraciones salariales no conformes); (8) Infracción de la sección 1174(d) del Código Laboral de California (no llevar los registros de empleo requeridos); (9) Infracción de las secciones 2800 y 2802 del Código Laboral de California (gastos empresariales no reembolsados); (10) Infracción de las secciones 17200 y siguientes del Código de Negocios y Profesiones de California; y (11) Violación de las secciones 2698 y siguientes del Código Laboral de California (Ley General de Abogados Privados del Código Laboral de California de 2004).

California Boiler niega vehementemente todas las alegaciones de los Demandantes y niega haber cometido infracción alguna. Entre otras cosas, California Boiler sostiene que todos los empleados han sido debidamente compensados y que California Boiler cumplió con todas las leyes aplicables.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones alegadas, ni sobre las defensas afirmadas por California Boiler. El Tribunal ha aprobado preliminarmente el Acuerdo propuesto. El Tribunal decidirá si otorga la aprobación definitiva al Acuerdo en una audiencia programada para _____, 2025 en _____.m. (la “Audiencia de Aprobación Definitiva”).

4. ¿QUIÉNES SON LOS ABOGADOS QUE REPRESENTAN A LAS PARTES?

Los abogados que representan a los Demandantes y a la Clase (“Abogados de la Clase”) son:

Edwin Aiwarzian Joanna Ghosh Elizabeth Parker-Fawley LAWYERS for JUSTICE, PC 450 Brand Blvd., Suite 900 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Aaron.gundzik@gghllp.com Rebecca Gundzik Rebecca.gundzik@gghllp.com GUNDZIK GUNDZIK HEEGER LLP 3415 S. Sepulveda Blvd., Suite 420 Los Angeles, CA 90034 Tel: (818) 290-7461
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5. TÉRMINOS DEL ACUERDO PROPUESTO

A continuación se presenta un resumen del Acuerdo. Los términos específicos y completos del Acuerdo propuesto se establecen en la Estipulación de Demanda de Clase y Acuerdo PAGA (“Acuerdo de Conciliación”), una copia del cual se encuentra archivada en el Tribunal. Puede obtener una copia del Acuerdo de conciliación del administrador del Acuerdo o consultarlo en el siguiente sitio web: www._____.

California Boiler ha acordado pagar \$750,000 para liquidar todas y cada una de las obligaciones por las reclamaciones alegadas en la Demanda. Esta cantidad se denomina Importe Bruto del Acuerdo. Como se explica más adelante, el Importe Bruto del Acuerdo se utilizará para cubrir todos los pagos a la Clase del Acuerdo, los costes de administración del Acuerdo, los honorarios y costes de los abogados, la indemnización por servicio y exoneración a los Demandantes, y los fondos adeudados al estado de California y a los Empleados PAGA en concepto de liquidación de las reclamaciones PAGA por sanciones. El importe restante (denominado Importe Neto del Acuerdo), aproximadamente \$365,650, se distribuirá entre los miembros de la Clase que no presenten a tiempo Solicitudes de Exclusión, tal y como se expone a continuación.

(a) Honorarios y costas de los abogados: Los Abogados de la Clase han trabajado en este asunto sin remuneración y han adelantado fondos para pagar los gastos necesarios para llevar adelante la Demanda. Por consiguiente, en virtud del Acuerdo, los Abogados de la Clase pueden solicitar una cantidad que no exceda de \$262,500 para compensarles por su trabajo en el caso, más sus costes y gastos razonables y reales incurridos en el litigio, que no excedan de \$25,000. Sujetos a la aprobación del tribunal, los honorarios y costos de los abogados se deducirán del Importe Bruto del Acuerdo. Los Abogados de la Clase han acordado dividir cualquier adjudicación de honorarios de abogados de la siguiente manera: 80% a Lawyers for Justice, PC y 20% a Gundzik Gundzik Heeger LLP.

(b) Adjudicación por servicio y liberación: Los Demandantes, Everlin Blanco y Rudy Ramírez, solicitan indemnizaciones por servicio y exoneración que no excedan de \$7,500 cada uno para un total de \$15,000 además de la

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cantidad que recibirán como miembros de la Clase y/o como Empleados PAGA, para compensarles por soportar la carga y el gasto de procesar la acción y por la exoneración más amplia de reclamaciones que está obligado a proporcionar a California Boiler. Sujeto a la aprobación del tribunal, las compensaciones por servicio y liberación se deducirán del Monto Bruto del Acuerdo.

(c) Costes de administración del Acuerdo: El administrador del Acuerdo, Phoenix Settlement Administrators, ha comunicado a las partes que los costes de administración del Acuerdo no superarán los \$6,850. Sujetos a la aprobación del tribunal, los costes de administración del Acuerdo se deducirán del Importe Bruto del Acuerdo.

(d) Pagos por sanciones PAGA: Sujeto a la aprobación del Tribunal, un total de \$75,000 se deducirán del Monto Bruto del Acuerdo y se asignarán para saldar las alegaciones de que California Boiler debe multas al estado por supuestas violaciones del Código Laboral de California. De esta cantidad, \$56,250 (el 75%) se pagarán a la Agencia de Desarrollo Laboral de California ("LWDA"). El otro 25%, es decir, \$18,750, se distribuirá entre los miembros de la Clase que trabajaron para California Boiler en cualquier momento durante el Periodo PAGA, que abarca desde el 5 de Octubre de 2021 hasta el 19 de Septiembre de 2024 ("Empleados PAGA"). La porción de cada Empleado PAGA de los \$18,750 en sanciones se calculará dividiendo el número de periodos de pago del individuo trabajados durante el Periodo PAGA por el número total de periodos de pago trabajados durante el Periodo PAGA por todos los Empleados PAGA y multiplicando la fracción resultante por \$18,750.

(e) Pagos a los miembros de la Clase del Acuerdo: El resto del Importe Bruto del Acuerdo (denominado Importe Neto del Acuerdo) se distribuirá entre los miembros de la Clase que no se excluyan del Acuerdo (denominados Miembros de la Clase del Acuerdo). El importe de la parte del Monto Neto del Acuerdo que corresponde a cada Miembro de la Clase del Acuerdo se calculará dividiendo el número total de Semanas Laborales habilitantes trabajadas por el Miembro de la Clase durante el Periodo de la Clase por el número total de Semanas Laborales habilitantes trabajadas por todos los Miembros de la Clase durante el Periodo de la Clase y multiplicando esa fracción por el Monto Neto del Acuerdo. Una semana laboral calificada es una semana completa o parcial en la que un miembro de la Clase trabajó para California Boiler al menos un día durante el Periodo de la Clase.

6. LO QUE USTED RECIBIRÁ EN VIRTUD DEL ACUERDO

Según los registros de California Boiler, usted trabajó un total de ____ Semanas Laborales calificadas durante el Periodo de Clase como Miembro de la Clase. Los registros de California Boiler también muestran que usted trabajó un total de ____ periodos de pago durante el Periodo PAGA. Basado en esta información, bajo el Acuerdo, usted recibirá aproximadamente \$ _____. Esta cantidad puede aumentar o disminuir en base a varios factores, incluyendo el número de miembros de la Clase que presenten Solicitudes de Exclusión, las cantidades aprobadas por el Tribunal para los honorarios y costes de los abogados, los costos de administración del Acuerdo, la indemnización por servicio y liberación a la Demandante, el pago a la LWDA, y las disputas de otros miembros de la Clase con respecto a sus periodos de pago calificados durante el Periodo de la Clase.

Para recibir el pago del Acuerdo, usted no necesita hacer nada. Recibirá el pago del Acuerdo a menos que se excluya del Acuerdo.

7. CALENDARIO DE PAGOS

El Administrador del Acuerdo enviará los cheques del Acuerdo a los miembros de la Clase una vez que el Acuerdo haya sido aprobado definitivamente por el Tribunal. Tendrá 180 días después de que el Administrador del Acuerdo envíe por correo su cheque del Acuerdo para cobrarlo; de lo contrario, será anulado y el importe de su pago del Acuerdo será enviado al Controlador del Estado de California como propiedad no reclamada a su nombre y deberá ponerse en contacto con esa agencia para obtener sus fondos.

A efectos fiscales, su pago del Acuerdo Colectivo se considerará en un 30% como salario y se declarará en un formulario W-2. El otro 70% de su pago del Acuerdo Colectivo se considerará como multas e intereses. Estas cantidades serán reportadas en un formulario 1099 del IRS. Si usted también es un Empleado PAGA, su parte de la Cantidad PAGA será

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considerada como penalidades y reportada en un Formulario 1099 del IRS. Nada en este Aviso debe interpretarse como que le proporciona asesoramiento fiscal. Debe consultar con su asesor fiscal sobre las consecuencias fiscales del pago que reciba.

8. LIBERACIÓN DE RECLAMACIONES

A. Liberación por parte de los Miembros de la Clase que no se excluyan del Acuerdo.

A menos que presente una Solicitud de Exclusión válida (descrita más adelante en la Sección 9), usted liberará a California Boiler y a todas sus empresas matrices, subsidiarias, divisiones, empresas relacionadas y afiliadas actuales y anteriores de todas las reclamaciones que surjan durante el Periodo de la Demanda Colectiva bajo la ley estatal, federal o local, ya sean estatutarias, de derecho consuetudinario o de derecho administrativo que se hicieron o que podrían haberse hecho basándose en las alegaciones de la Demanda que alegan: (1) Incumplimiento en el pago de horas extras; (2) Incumplimiento en el pago de primas por periodos de comida; (3) Incumplimiento en el pago de primas por periodos de descanso; (4) Incumplimiento en el pago de salarios mínimos; (5) Incumplimiento en el pago de salarios devengados al término de la relación laboral; (6) Incumplimiento en el pago puntual de salarios durante la relación laboral; (7) Incumplimiento en el suministro de declaraciones salariales precisas; (8) Incumplimiento en el mantenimiento de los registros de nóminas requeridos; (9) Incumplimiento en el Reembolso de Gastos Empresariales; y (10) Competencia Desleal en Violación de la Sección 17200 del Código de Negocios y Profesiones y su solicitud de daños y perjuicios, incluyendo, pero sin limitarse a, reclamaciones de medidas cautelares; daños y perjuicios liquidados, penalizaciones de cualquier naturaleza; intereses; honorarios y costas.

B. Liberación por parte de los Miembros de la Clase que trabajaron para California Boiler durante el Período PAGA.

Si usted trabajó para California Boiler en cualquier momento desde el 5 de Octubre de 2021 hasta el 19 de Septiembre de 2024, recibirá un pago que es su parte de la Porción del Empleado PAGA y usted liberará a California Boiler y a todas sus compañías matrices, subsidiarias, divisiones, compañías relacionadas y afiliadas actuales y anteriores, de todas las reclamaciones por sanciones civiles PAGA que surgieron durante el Período PAGA, que fueron alegadas, o que razonablemente podrían haber sido alegadas, basadas en los hechos contenidos en la Demanda y/o en la carta de notificación PAGA del 5 de Octubre de 2022 a la LWDA, incluyendo pero no limitándose a: reclamaciones en virtud de la Ley General de Abogados Privados, Código Laboral de California § 2698 y siguientes que surjan de o estén relacionadas con las alegaciones de la Demanda operativa que alega: Violaciones de la PAGA derivadas del supuesto incumplimiento por parte del Demandado de: (1) pagar las horas extraordinarias; (2) proporcionar periodos de comida; (3) proporcionar periodos de descanso; (4) pagar los salarios mínimos; (5) pagar puntualmente los salarios en caso de despido; (6) pagar puntualmente los salarios durante el empleo; (7) proporcionar declaraciones de salarios completas y precisas; (8) mantener registros de nóminas completos y precisos; y (9) reembolsar los gastos y costes relacionados con la empresa. Usted no puede excluirse de esta exoneración.

9. SUS OPCIONES

Como miembro de la Clase, tiene varias opciones. Cada opción afectará a sus derechos, que debe comprender antes de tomar su decisión. A continuación se explican sus derechos en relación con cada opción y el procedimiento que debe seguir para elegir cada una de ellas:

(a) No puede hacer nada.

Si no hace nada, seguirá siendo miembro de la Clase del Acuerdo y recibirá el pago del Acuerdo. También quedará vinculado por la exoneración de reclamaciones establecida en la Sección 8(A) anterior. El pago seguirá siendo válido y negociable durante ciento ochenta (180) días a partir de la fecha de emisión. Este plazo para cobrar el cheque de pago no se le prorrogará en ausencia de Orden Judicial.

(b) Puede impugnar el cálculo de su pago de Acuerdo según lo establecido en este Aviso.

Puede protestar el número de Semanas Laborales que se le atribuyen en la Sección 6 anterior. Para ello, puede llenar y firmar el “Formulario de Disputa de Semanas Laborales” adjunto, y devolverlo al Administrador del Acuerdo. O, de lo

PARA MÁS INFORMACIÓN LLAME AL 1-800-_____.

contrario, proporcionar al Administrador del Acuerdo una explicación por escrito de su posición. La declaración también debe incluir su nombre completo, dirección actual y número de teléfono, y debe identificar este caso (*Blanco, et al. v. California Boiler, Inc., Tribunal del Condado de Orange, Caso 30-2022-01292011-CU-OE-CXC*) . Debe aportar documentación escrita que acredite el número de Semanas Laborales que cree que ha trabajado. Su Formulario de disputa ya completado u otros documentos de disputa deben estar matasellados (si se envían por correo postal) o haber sido recibidos por el Administrador del Acuerdo (si se envían por correo electrónico o fax) no más tarde de **[60 días después del envío]**. El Administrador del Acuerdo considerará su disputa y cualquier documentación que presente y se comunicará con usted y las partes según sea necesario en relación con la disputa para determinar si se justifica un ajuste antes de tomar una determinación final con respecto al pago de su Acuerdo. El Administrador del Acuerdo le notificará su determinación final.

(c) Puede excluirse de la Clase del Acuerdo.

Si no desea seguir siendo miembro de la Clase del Acuerdo, puede solicitar la exclusión (es decir, optar por no participar) llenando y firmando el “Formulario de Solicitud de Exclusión” adjunto y devolviéndolo al administrador del Acuerdo. También puede enviar una Solicitud de Exclusión por escrito a la dirección especificada en la Sección 11 más abajo. Una Solicitud de Exclusión es una declaración escrita que solicita inequívocamente la exclusión de la Clase del Acuerdo. La Solicitud de Exclusión debe incluir el nombre del caso (*Blanco, et al. v. California Boiler, Inc., Tribunal del Condado de Orange Caso 30-2022-01292011-CU-OE-CXC*), su nombre, dirección y número de teléfono actuales, y los cuatro últimos dígitos de su número de la seguridad social (a efectos de verificación). Debe firmar también la Solicitud de Exclusión. Debe conservar una copia de su Solicitud de Exclusión. Además, para demostrar la recepción por parte del Administrador del Acuerdo, puede optar por enviar su Solicitud de Exclusión por correo certificado. Las Solicitudes de Exclusión que no incluyan toda la información requerida, o que no estén mataselladas (si se envían por correo) o no hayan sido recibidas por el Administrador del Acuerdo (si se envían por fax o correo electrónico) en o antes de **[60 días después del envío]**, no serán válidas.

Si presenta una Solicitud de Exclusión válida y a tiempo, no estará obligado por el Acuerdo ni por la exoneración de reclamaciones de la Sección 8(A) anterior; sin embargo, no recibirá todo el dinero al que se hace referencia en la Sección 6 de este Aviso. También se le prohibirá objetar a este Acuerdo. Al optar por no participar en la Clase del Acuerdo, conservará todos los derechos o reclamaciones que pueda tener contra California Boiler.

Tenga en cuenta, sin embargo, que la presentación de una Solicitud de Exclusión no le excluirá del Acuerdo PAGA. Por lo tanto, si usted trabajó para California Boiler en cualquier momento desde el 5 de Octubre de 2021 hasta el 19 de Septiembre de 2024, seguirá recibiendo su parte del Acuerdo PAGA y estará obligado por la exoneración más limitada establecida en la sección 8(B).

Si no presenta una Solicitud de Exclusión de la Clase del Acuerdo válida y a tiempo antes de la fecha límite especificada anteriormente, entonces estará obligado por todos los términos y condiciones del Acuerdo, incluida la Exoneración de Reclamaciones, si es aprobada por el Tribunal y por la sentencia, y recibirá un pago del Acuerdo.

(d) Puede oponerse al Acuerdo.

Si no presenta una Solicitud de Exclusión del Acuerdo, puede objetar al Acuerdo llenando y firmando el “Formulario de Notificación de Objeción” adjunto y devolviéndolo al Administrador del Acuerdo a la dirección especificada en la Sección 12 más abajo. El Formulario de objeción ya completo deberá estar matasellado (si se envía por correo) o ser recibido por el Administrador del Acuerdo (si se envía por correo electrónico o fax) no más tarde de **[60 días después del envío]**. Sólo los miembros de la Clase que no hayan solicitado la exclusión podrán oponerse al Acuerdo.

Su objeción debe exponer la base de su objeción e incluir cualquier documento y escrito que apoye su posición. Su objeción debe estar firmada y debe contener su dirección y número de teléfono actuales (o los de su abogado) y hacer referencia a este caso (*Blanco, et al. v. California Boiler, Inc., Tribunal del Condado de Orange Caso 30-2022-01292011-CU-OE-CXC*).

Si usted se opone al Acuerdo y si el Tribunal aprueba el Acuerdo a pesar de sus objeciones, usted quedará obligado por los términos del Acuerdo y se considerará que ha exonerado todas las Reclamaciones Exoneradas según lo establecido en la Sección 8 anterior, y no se le permitirá presentar una Solicitud de Exclusión.

10. AUDIENCIA DE APROBACIÓN DEFINITIVA DEL ACUERDO PROPUESTO

La Audiencia de Aprobación Definitiva sobre la imparcialidad y adecuación del Acuerdo propuesto, el plan de distribución, la adjudicación de servicio y liberación a los Demandantes, y la solicitud de los Abogados de la Clase de honorarios de abogados y costas, y otras cuestiones, se celebrará el _____, 2025 a las ____m., en el Departamento CX102 del Tribunal Superior del Condado de Orange, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. La Audiencia de Aprobación Definitiva podrá aplazarse a otra fecha sin previo aviso. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, se recomienda que se ponga en contacto con el Administrador del Acuerdo para confirmar la fecha y la hora. Tiene la opción de asistir a la Audiencia de Aprobación Definitiva por teléfono.

Si el Tribunal aprueba el Acuerdo en la Audiencia de Aprobación Definitiva, el Tribunal dictará sentencia sobre el Acuerdo. Se publicará una copia del fallo en el sitio web del Administrador del Acuerdo: [www._____](http://www._____.).

11. INFORMACIÓN ADICIONAL Y DISTANCIAMIENTO SOCIAL DEL TRIBUNAL

Este Aviso sólo resume la Demanda y el Acuerdo. Para obtener más información, puede inspeccionar el expediente judicial en el Tribunal Superior del Condado de Orange, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701, sujeto a los procedimientos vigentes en el Juzgado. También puede revisar el Acuerdo de conciliación y otros documentos en línea en [www._____](http://www._____.) o puede ponerse en contacto con el administrador de la conciliación de la siguiente manera:

[insert administrator contact information]

También puede ponerse en contacto con los Abogados de la Clase en las direcciones y números de teléfono facilitados en la Sección 4 anterior. Si su dirección cambia o es diferente de la que se encuentra en el sobre adjunto a esta Notificación, notifíquelo sin demora al administrador del Acuerdo.

**ES IMPORTANTE QUE NOTIFIQUE INMEDIATAMENTE AL ADMINISTRADOR DEL ACUERDO
SI TIENE UN CAMBIO DE DIRECCIÓN**

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL ACERCA DE ESTA NOTIFICACIÓN

4907-2370-1330, v. 1

PARA MÁS INFORMACIÓN LLAME AL 1-800-_____.

**FORMULARIO DE DISPUTA DE SEMANAS LABORALES/PERÍODOS DE PAGO DE LOS
MIEMBROS DE LA CLASE**

Blanco, et al. contra California Boiler, Inc,
Caso del Tribunal del Condado de Orange n° 30-2022-01292011-CU-OE-CXC

NO ES NECESARIO QUE LLENE ESTE FORMULARIO PARA PARTICIPAR EN EL ACUERDO.

**SÓLO DEVUELVA EL FORMULARIO A LA DIRECCIÓN INDICADA MÁS ABAJO SI
DEASEA PROTESTAR LA INFORMACIÓN AQUÍ INCLUIDA.**

Los registros de los Demandados indican que usted trabajó <<Class WW>> Semanas Laborales como empleado no exento desde la Fecha de Inicio del Período de la Clase hasta la Fecha de Finalización del Período de la Clase, y trabajó <<PAGA PP>> periodos de pago durante el Período PAGA desde la Fecha de Inicio del Período PAGA hasta la Fecha de Finalización del Período PAGA. Basándose en su número total de Semanas Laborales y periodos de pago, su pago estimado es \$<<Class Amt>> para la parte del Acuerdo correspondiente a la Demanda colectiva y \$<<PAGA Amt>> para la parte del Acuerdo correspondiente a PAGA.

Si cree que su número total de Semanas Laborales y/o periodos de pago **es incorrecto**, envíe por correo, correo electrónico o fax este Formulario de Disputa a la dirección indicada a continuación **junto con cualquier documentación acreditativa**. El Administrador del Acuerdo tomará su determinación después de considerar los registros y cualquier documentación que usted proporcione.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

El formulario ya completo, debe estar matasellado (si se envía por correo postal) o recibido (si se envía por fax o correo electrónico) a más tardar el [RESPONSE DEADLINE].

Número total de Semanas Laborales que cree que ha trabajado _____

Número total de periodos de pago que cree haber trabajado _____

Fechado: _____

(Firma)

(Nombre a máquina o en letra de imprenta)

(Número de teléfono o dirección de correo electrónico)

4898-4460-1426, v. 1

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Blanco, et al. contra California Boiler, Inc.
Tribunal Superior de Orange Caso No. 30-2022-01292011-CU-OE-CXC

UTILICE Y DEVUELVA ESTE FORMULARIO SÓLO SI DESEA EXCLUIRSE DEL ACUERDO COLECTIVO Y NO DESEA RECIBIR NINGÚN PAGO DEL ACUERDO COLECTIVO

Si desea excluirse del Acuerdo Colectivo, debe leer y firmar la siguiente declaración y devolver este formulario al Administrador del Acuerdo, por correo, correo electrónico o fax, a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

El formulario ya completo, debe estar matasellado (si se envía por correo postal) o recibido (si se envía por fax o correo electrónico) a más tardar el [RESPONSE DEADLINE].

Solicito ser excluido del Acuerdo de Demanda colectiva en el asunto ***Blanco, et al. contra California Boiler, Inc.*** Al excluirme del Acuerdo de Demanda colectiva, entiendo que no estaré obligado por el Acuerdo y la exoneración de las Reclamaciones Exoneradas de la Clase, y que no recibiré un Pago Individual de la Clase. Entiendo que, si soy un Empleado PAGA (es decir, si estuve empleado por el Demandado California Boiler, Inc. en el Estado de California, como empleado no exento o pagado por hora en cualquier momento durante el período comprendido entre el 5 de Octubre de 2021 y el 19 de Septiembre de 2024) no obstante, seguiré estando obligado por el Acuerdo y la exención de las Reclamaciones PAGA Exoneradas y se me emitirá un Pago PAGA Individual.

Nombre completo: _____

Dirección: _____

Firma: _____ Fecha: _____

Para garantizar que este formulario se procesa correctamente en su nombre y para evitar confusiones en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario, le rogamos que facilite al administrador los 4 últimos dígitos de su número de la Seguridad Social para que se pueda confirmar su identidad: _____

Si no desea excluirse del Acuerdo Colectivo (y desea recibir el pago del Acuerdo Colectivo), no debe devolver este formulario - no es necesario que realice ninguna acción. Para más información, consulte la Notificación del Acuerdo Colectivo.

FORMULARIO DE NOTIFICACIÓN DE OBJECCIÓN

Blanco, et al. contra California Boiler, Inc.
Tribunal del Condado de Orange Caso No. 30-2022-01292011-CU-OE-CXC

NO ES NECESARIO QUE LLENE ESTE FORMULARIO PARA PARTICIPAR EN EL ACUERDO.

Si desea oponerse al Acuerdo Colectivo descrito en la Notificación del Acuerdo Colectivo (“Notificación del Acuerdo Colectivo”), llene este formulario y envíelo por correo, correo electrónico o fax al Administrador del Acuerdo, a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

El formulario ya completo, deberá estar matasellado (si se envía por correo postal) o recibido (si se envía por fax o correo electrónico) a más tardar el [RESPONSE DEADLINE].

Explicación de los motivos de su objeción (junto con el apoyo jurídico o fáctico de su objeción):

Si se basa en papeles, escritos u otros documentos para presentar su objeción, debe adjuntarlos a este formulario.

Nombre completo del miembro de la Clase: _____

Dirección del miembro de la Clase: _____

Firma del miembro de la Clase: _____ Fecha: _____

Para garantizar que este formulario se procese correctamente en su nombre y para evitar confusiones en caso de que varias personas con nombres iguales o similares presenten este formulario, le rogamos que facilite al administrador los 4 últimos dígitos de su número de la Seguridad Social para que se pueda confirmar su identidad: _____

Si tiene un representante legal que le represente con respecto a su objeción, también debe proporcionar la siguiente información:

Nombre completo del representante legal del miembro de la Clase: _____

Dirección del representante legal del miembro de la Clase: _____

Número de teléfono del representante legal del miembro de la Clase: _____

Firma del representante legal del miembro de la Clase: _____

Si no desea oponerse al Acuerdo Colectivo, no debe devolver este formulario - no es necesario que realice ninguna acción. Para más información, consulte la Notificación del Acuerdo Colectivo.
4901-0497-5698, v. 1

¿Tiene preguntas? Llame al [Settlement Administrator's 1-800 number].

FORMULARIO DE NOTIFICACIÓN DE OBJECCIÓN

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Exhibit E
(Red-lined Notice)

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

Blanco, et al. v. California Boiler, Inc., Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

If you have been employed in California by CALIFORNIA BOILER, INC. as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Orange County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Orange County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for California Boiler, Inc. (“Defendant” or “California Boiler”) in California during the Class Period (November 16, 2018, through September 19, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department ~~EX103~~CX102 of the Orange County Superior Court, which is located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against California Boiler, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by California Boiler’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for California Boiler in California at any time from November 16, 2018, through September 19, 2024. You are receiving this notice because, according to California Boiler’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

Former employees of California Boiler filed a class action against California Boiler in the Orange County Superior Court. The case is called *Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC* (the “Action”). The Action alleges that Plaintiffs and other the non-exempt employees of California Boiler were, among other things, not paid for all of their work, not paid all overtime wages owed, not provided with compliant meal and rest breaks, not provided compliant wage statements, not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California

FOR MORE INFORMATION CALL 1-800-_____.

Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

California Boiler vehemently denies all of Plaintiffs' allegations and denies any wrongdoing. Among other things, California Boiler contends that all employees have been properly compensated and that California Boiler complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by California Boiler. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 20242025 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Edwin Aiwarzian Joanna Ghosh <u>Elizabeth Parker-Fawley</u> LAWYERS for JUSTICE, PC <u>410 West Arden Avenue, 450 Brand Blvd., Suite 203900</u> Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Aaron.gundzik@gghllp.com Rebecca Gundzik Rebecca.gundzik@gghllp.com GUNDZIK GUNDZIK HEEGER LLP <u>14011 Ventura 3415 S. Sepulveda Blvd., Suite 206E420</u> <u>Sherman Oaks Los Angeles, CA 9142390034</u> Tel: (818) 290-7461
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Attorneys representing California Boiler are:

<u>Nicole M. Shaffer</u> <u>Mayra Hernandez</u> <u>Jackson Lewis, PC</u> <u>3390 University Ave., Suite 110</u> <u>Riverside, CA 92501</u> <u>Tel: (951) 848-7940</u>
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

California Boiler has agreed to pay \$750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release award to the Plaintiffs, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$365,650, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$262,500 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount. Class Counsel have agreed to split any attorneys' fee award as follows: 80% to Lawyers for Justice, PC and 20% to Gundzik Gundzik Heeger LLP.

FOR MORE INFORMATION CALL 1-800-_____.

(b) Service and Release Award: The Plaintiffs, Everlin Blanco and Rudy Ramirez, are requesting service and release awards not to exceed \$7,500 each for a total of \$15,000 in addition to the amount they will receive as members of the class and/or as PAGA Employees, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to California Boiler. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$6,850. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payments for PAGA Penalties: Subject to the Court's approval, a total of \$75,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that California Boiler owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$56,250 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$18,750, will be distributed to class members who worked for California Boiler at any time during the PAGA Period, which is from October 5, 2021, through September 19, 2024 ("PAGA Employees"). Each PAGA Employee's portion of the \$18,750 in penalties will be calculated by dividing the individual's number of pay periods worked during the PAGA Period by the total number of pay periods worked during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$18,750.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for California Boiler for at least one day during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to California Boiler's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member. California Boiler's records also show that you worked a total of ___ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$ _____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds.

For tax purposes, your Class settlement payment will be considered ~~20~~30% as wages and reported on a W-2 form. The other ~~80~~70% of your class settlement payment will be considered as penalties and interest. These amounts will be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be deemed penalties and reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

FOR MORE INFORMATION CALL 1-800-_____.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release California Boiler and all of its ~~respective~~ present and former parent companies, subsidiaries, divisions, related ~~or and~~ affiliated companies, ~~shareholders, members, principals, officers, directors, executive level employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims but only as to the Released Claims,~~ from all claims arising during the Class Period under state, federal or local law, whether statutory, common law or administrative law, ~~arising out of or related to that were made or that could have been made based on the~~ allegations in the ~~operative~~ complaint which ~~alleges~~ allege: (1) Failure to Pay Overtime; (2) Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in Violation of Business and Professions Code Section 17200 and their request for damages, including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any nature; interest; fees; ~~costs; and all other claims and allegations made or which could have been made based on the allegations in the Complaint during the Class Period and costs.~~

B. Release by Class Members who worked for California Boiler During the PAGA Period.

If you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will receive a payment that is your share of the PAGA Employee Portion and you will release California Boiler and all of its ~~respective~~ present and former parent companies, subsidiaries, divisions, related ~~or and~~ affiliated companies, ~~shareholders, members, principals, officers, directors, executive level employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims but only as to the Released Claims,~~ all PAGA claims for PAGA civil penalties arising ~~out of or related to the allegations in the operative Complaint or during~~ the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts contained in the complaint and/or October 5, 2022, PAGA notice letter(s) to the LWDA, including but not limited to: claims under the Private Attorneys General Act, Cal. Labor Code § 2698 et seq. arising out of or related to the allegations in the operative complaint which alleges: PAGA violations arising from Defendant's alleged failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during employment; (7) furnish complete and accurate wage statements; (8) keep complete and accurate payroll records; and (9) reimburse business related expenses and costs ~~and all other claims and allegations made or which could have been made based on the allegations in the Complaint during the PAGA Period.~~ You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) **You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) **You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number of qualifying workweeks attributed to you in Section 6 above. ~~To do so, you must~~ To do so, you can complete and sign the enclosed "Workweek Dispute Form," and return it to the Settlement Administrator. Or otherwise provide the Settlement Administrator with a written explanation of your position. The statement must also include

FOR MORE INFORMATION CALL 1-800-_____.

your full name, current address and telephone number, and must identify this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*). You should provide written documentation supporting the number of workweeks you believe that you worked. ~~You~~ Your completed Dispute Form or other dispute documents must postmark your written statement be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than [60 days from mailing]. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending completing and signing the enclosed "Request for Exclusion Form" and returning it to the Settlement Administrator. You may also submit a written Request for Exclusion at the address specified in Section 11 below. ~~The deadline to postmark a Request for Exclusion is [60 days from mailing].~~ A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked (if mailed) or received by the Settlement Administrator (if faxed or emailed) on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against California Boiler.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by ~~sending your written objection~~ completing and signing the enclosed "Notice of Objection Form" and returning it to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objection is The completed Objection Form must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than [60 days from mailing]. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

FOR MORE INFORMATION CALL 1-800-_____.

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, ~~2024~~2025 at _____.m., in Department ~~CX103~~CX102 of the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

If the Court approves of the settlement at the Final Approval Hearing, the Court will enter judgment on the settlement. A copy of the judgment will be posted on the Settlement Administrator's website: www._____.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www._____ or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

4481-6842-0278-v-1

FOR MORE INFORMATION CALL 1-800-_____.

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Exhibit F

(LWDA Confirmation of Submission of May 22, 2025, Minute Order)

From: [DIR PAGA Unit](#)
To: [Aaron Gundzik](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, February 11, 2025 9:27:51 AM

02/11/2025 09:26:54 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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Exhibit G

(LWDA Confirmation of Submission of First Amended Settlement)

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Exhibit H
(October 5, 2025, PAGA Notice Letter)

LAWYERS FOR JUSTICE

October 5, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: CALIFORNIA BOILER, INC.

Dear Representative:

We have been retained to represent Everlin Blanco against California Boiler, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "CBI") for violations of California wage-and-hour laws. Ms. Blanco seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Blanco seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CBI employed Ms. Blanco as an hourly-paid, non-exempt employee from approximately April 2018 to approximately November 2021, in the State of California.

The "aggrieved employees" that Ms. Blanco may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, CBI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001.

CBI required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. CBI rounded the work time recorded by aggrieved

employees in a manner that was not fair and neutral on its face and/or that favored CBI over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Blanco and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Blanco and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CBI required Ms. Blanco and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CBI failed to pay Ms. Blanco and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CBI failed to pay Ms. Blanco and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CBI did not provide Ms. Blanco and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CBI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total

hours worked by Ms. Blanco and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Blanco and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Blanco and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Blanco and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Blanco and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CBI failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Blanco and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CBI did not provide Ms. Blanco and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CBI failed to pay Ms. Blanco and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Blanco and the other aggrieved employees reported to work and were furnished less than half

the usual or scheduled day's work. During the relevant time period, CBI failed to pay Ms. Blanco and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Blanco and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Blanco and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CBI.

Therefore, on behalf of all aggrieved employees, Ms. Blanco seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwarzian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

California Boiler, Inc.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833