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Attorneys for Plaintiff STANLEY RENE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STANLEY RENE, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

KOCH FILTER CORPORATION, a Kentucky
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. CVRI2300700

**DECLARATION OF SYDNEY CASTILLO-
JOHNSON, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: January 30, 2025

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

1 I, Sydney Castillo-Johnson, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an associate attorney at JCL Law
4 Firm, APC. I am co-counsel of record for Plaintiff Stanley Rene (hereafter “Plaintiff” or “Class
5 Representative”) in this wage and hour class action filed against Defendant Koch Filter Corporation
6 (hereinafter “Defendant”).

7 2. This declaration is being submitted in support of Plaintiff’s Motion for Final Approval of
8 Class Action and PAGA Settlement.

9 3. Attached hereto as **Exhibit #1** is a true and correct copy of the fully executed Stipulation
10 of Settlement of Class and PAGA Claims and Release of Claims (“Settlement Agreement” or
11 “Agreement”).

12 4. Attached hereto as **Exhibit #2** is a true and correct copy of the conformed October 3,
13 2024, Preliminary Approval Order.

14 5. Attached hereto as **Exhibit #3** is a true and correct copy of the September 10, 2024, proof
15 of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit #4** is a true and correct copy of the January 7, 2025, proof of
17 filing this motion seeking final approval of this Settlement with the LWDA.

18 **I. INTRODUCTION**

19 7. An objective evaluation of the proposed settlement of Two Hundred Ninety-Eight
20 Thousand Dollars and Zero Cents (\$298,000.00) (“Gross Settlement Amount”) confirms that the relief
21 negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a
22 product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and
23 presided over by Hon. Brian C. Walsh (Ret)., a respected jurist and experienced mediator of wage and
24 hour class actions. After deducting any Court-approved Class Counsel Award, Class Representative
25 Service Award, Settlement Administration Expenses, and the PAGA Payment, the Net Settlement
26 Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they
27 worked while employed by Defendant during the Class Period. *The Class greeted news of the*
28 *Settlement with high approval as, at the time of the filing of this motion, 51 Class Members chose to*

1 *participate in the Settlement.* The high approval by the Settlement Class evidences the clear fairness
2 and reasonableness of the Settlement.

3 8. The relief offered by the Settlement is immediate and is particularly impressive when
4 viewed against the difficulties encountered by plaintiffs pursuing similar wage-and-hour cases (*see*
5 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait
6 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain
7 litigation.

8 9. As discussed below, the proposed Settlement satisfies all criteria for final settlement
9 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
10 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
11 and entry of the proposed Final Approval Order and Judgment.

12 **II. OVERVIEW OF THE LITIGATION**

13 10. Defendant manufacturers indoor air filtration solutions in Riverside County, where
14 Plaintiff worked. Plaintiff has been employed by Defendant in California since November 2015.
15 Throughout his employment, Plaintiff claims that he was denied legally compliant meal and rest
16 periods, minimum wages and overtime compensation. Throughout his employment, Plaintiff was
17 subject to Defendant's written policies and procedures contained in, among other things, the "Koch
18 Filter Employee Handbook."

19 11. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest
20 periods, failed to pay for all time worked, failed to reimburse necessary business expenses, failed to
21 furnish accurate, itemized wage statements, and failed to pay all wages when due and at the correct rate
22 of pay. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully
23 complied with all applicable employment laws and raised several other significant defenses to
24 Plaintiff's claims, including but not limited to, asserting that it maintained facially compliant meal and
25 rest period policies, paid its employees for all hours worked, properly reimbursed all necessary business
26 expenses, and issued legally compliant wage statements.

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1 12. On December 5, 2022, Plaintiff served Defendant and the Labor and Workforce
2 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
3 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
4 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
5 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
6 Code Sections 2698 *et seq* (“PAGA”).

7 13. On February 9, 2023, Plaintiff filed a representative action alleging a single cause of
8 action for violations of PAGA. (“PAGA Action”). The same day, Plaintiff filed a separate class action
9 complaint in the Riverside County Superior Court, Case No. CVRI2300700 (“Action”). The operative
10 complaint is the First Amended Complaint that alleges wage-and-hour claims for: unpaid wages
11 (minimum, regular, overtime, and doubletime); rounding violations; regular rate of pay violations for
12 overtime, meal period premiums, and sick pay; meal period violations; rest period violations; untimely
13 wages during employment and at termination; non-compliant wage statements; failure to keep requisite
14 payroll records; failure to reimburse business expenses; and unfair business practices (Business and
15 Professions code section 17200).

16 14. In June 2023, Plaintiff commenced written discovery requesting, among other things, the
17 names and contact information for the putative Class Members. After Defendant responded to
18 discovery, the Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to
19 informally exchange additional documents and data points subject to the mediation privilege, including
20 but not limited to, the Class Members’ time data and certain payroll data points. As discussed *infra*,
21 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
22 Defendant’s time and payroll data.

23 15. On April 16, 2024, the Parties participated in a full day mediation with Hon. Brian C.
24 Walsh (Ret.), a retired jurist and mediator of wage and hour class and PAGA actions. The mediation
25 concluded with a settlement after both sides agreed to a Mediator’s proposal, which was subsequently
26 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and
27 negotiated a long-form settlement agreement, which is the subject of the instant motion.

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1 16. On June 11, 2024, Plaintiff filed a First Amended Complaint in the Action (“Operative
2 Complaint”) consolidating the Action and PAGA Action.

3 **III. THE SETTLEMENT BEFORE THE COURT**

4 17. The Court preliminarily approved a Gross Settlement Amount of Two Hundred Ninety-
5 Eight Thousand Dollars and Zero Cents (\$298,000.00) based on a total of an estimated 7,319
6 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used:
7 (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Award;
8 (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy the
9 Settlement Administration Expenses incurred in this action.

10 18. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
11 the class and should be granted final approval. This is evidenced by the high approval of the Settlement
12 by the Settlement Class, the absence of any objections to the Settlement and the average Individual
13 Settlement Payment of **\$3,121.11**.

14 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

15 **A. Class Counsel Conducted a Thorough Investigation**

16 19. Months before filing the Action, Class Counsel began its pre-filing investigation into
17 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with
18 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment.
19 At the conclusion of the interviews, Class Counsel determined that Plaintiff’s complaints justified
20 further inquiry.

21 20. Class Counsel subsequently requested Plaintiff’s employee files from Defendant. In
22 response, Defendant produced several documents, including but not limited to, copies of Plaintiff’s
23 hiring documents and payroll and time records, schedules, and various company policies. Class
24 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
25 Plaintiff’s claims that Defendant failed to, among other things, provide compliant meal and rest periods,
26 and failed to pay for all hours worked, failed to reimburse necessary business expenses, and failure to
27 furnish accurate itemized wage statements.

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1 21. To prepare for mediation, Defendant produced time and payroll records for the Class
2 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
3 paid to the Class Members, average hourly rate for the Class Members, average shift length for Class
4 Members, number of current Class Members, number of former Class Members who were employed
5 during the Class Period, and copies of applicable handbooks, policies, and agreements. In total, Class
6 Counsel reviewed hundreds of pages of documents and several hundred thousand data cells of unique
7 of time and payroll data.

8 22. Class Counsel analyzed Defendant's time and payroll data to assist in the development
9 of various damage models. Among other things, Class Counsel estimated the approximate amount of
10 unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length
11 of shifts and average number of hours worked per week. Class Counsel also estimated the number of
12 missed, late, or truncated meal and rest periods, the amount of off-the-clock work, and the amount of
13 missed meal and rest period premiums paid during the Class Period.

14 23. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
15 determining Plaintiff's suitability as a putative class representative through interviews, background
16 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;
17 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
18 and the type of employer; (4) engaging in formal class-wide discovery prior to mediation; (5) analyzing
19 the Settlement Class's time and payroll records; (6) analyzing Defendant's labor policies and practices;
20 (7) researching settlements in similar cases as well as outstanding issues which could affect settlement
21 approval; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of
22 settlement; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation
23 allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as
24 the impediments to recovery, such as to make an independent assessment of the reasonableness of the
25 terms to which the Parties have agreed.

26 24. Class Counsel only agreed to enter the Settlement following this thorough investigation
27 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
28 marketplace for similar settlements, and considering the risk of significant delay and uncertainty

1 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
2 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
3 fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

4 **B. The Parties Settled At Mediation**

5 25. On April 16, 2024, the Parties conducted a full day of mediation with Hon. Brian C.
6 Walsh (Ret.), respected jurist and experienced wage and hour mediator. Judge Walsh helped manage
7 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
8 The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged
9 information regarding their respective claims and defenses, including their respective evaluation of the
10 damages. After more than eight hours of arm's length and adversarial negotiations, the mediation
11 concluded with a settlement after the Parties agreed to a Mediator's proposal. The amount of the service
12 award was not negotiated until after the parties agreed to the Gross Settlement Amount and many other
13 terms.

14 **C. The Gross Settlement Amount is Fair and Reasonable**

15 26. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
16 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100
17 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
18 Cal.App.4th at 250. While the Gross Settlement Amount of Two Hundred Ninety-Eight Thousand
19 Dollars and Zero Cents (\$298,000.00) represents a discount on Defendant's potential exposure if
20 Plaintiff established liability on all claims and was awarded the full amount of the estimated damages
21 at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant
22 presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any
23 theoretical post-trial recovery may require many more years of litigation, resulting in added fees and
24 costs without any guarantee of recovery for the Class.

25 27. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
26 reasonable considering the nature and magnitude of the claims being settled and the various potential
27 impediments to recovery. Class Counsel developed varied economic damages models measuring
28 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The

1 various models were informed by Class Counsel's investigation, including the analysis of time and
2 payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel
3 projected a range of Defendant's liability exposure for the claims asserted on behalf of the Settlement
4 Class. The Gross Settlement Amount represents between 18.72% and 36.45% of Defendant's *class-*
5 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

6 28. Clearly the goal of this litigation to obtain redress for the class has been met by this
7 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
8 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
9 approval.

10 **D. The Strength of Plaintiff's Case and Risks of Continued Litigation**

11 29. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
12 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action
13 or, at least, drastically undercut Plaintiff's claims.

14 30. With respect to the most immediate challenge, i.e., class certification, the risks attendant
15 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
16 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class
17 certification because employees' declarations attesting to having taken meal and rest breaks
18 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*
19 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification
20 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
21 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
22 period claims based on the predominance of individual issues).

23 31. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
24 issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
25 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
26 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
27 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
28 individualized questions of fact not susceptible to class treatment.

1 32. Finally, even if a class is certified and Defendant is found liable for the class claims
2 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
3 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
4 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
5 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
6 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
7 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

8 33. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
9 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
10 factor favoring settlement.

11 34. Although Plaintiff is confident about the strength of Plaintiff’s claims, Plaintiff
12 nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would
13 potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and
14 hour litigation can drastically affect the value of Plaintiff’s claims and, in fact, already has.

15 35. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber*
16 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
17 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
18 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
19 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
20 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
21 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
22 an uncertain result for three or more years in the future.

23 36. The Class Representative and Class Counsel recognize the expense and length of a trial
24 against Defendant through possible appeals, which could take another three years. In arriving at their
25 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
26 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
27 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
28 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have

1 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
2 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
3 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
4 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
5 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

6 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

7 37. Here, Plaintiff and Defendant negotiated a good-faith PAGA Payment in the amount of
8 \$10,000 which is approximately 3.3% of the Gross Settlement Amount. As illustrated above, this
9 amount falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the
10 PAGA Payment (\$7,500) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-
11 five percent (25%) of the PAGA Payment (\$2,500.00) to be distributed to the Aggrieved Employees
12 ("Aggrieved Employee Payment") which is within the range of PAGA penalties approved by courts
13 and should be approved.

14 38. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
15 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
16 with the LWDA.

17
18 I declare under the penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 7th day of January 2025, at San Diego, California.

20
21 **JCL LAW FIRM, APC**

22 By: Sydney Castillo-Johnson
23 Sydney Castillo-Johnson, Esq.
24 Attorney for Plaintiff
25
26
27
28

EXHIBIT 1

JCL LAW FIRM, APC

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STANLEY RENE, an individual, on behalf of
himself, and on behalf of all persons similarly
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Plaintiff,
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KOCH FILTER CORPORATION, a Kentucky
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CVRI2300700

[Complaint Filed: February 9, 2023]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Judge: Judge Hopp
Dept. 1

This Stipulation of Settlement of Class and PAGA Claims and Release of Claims is entered into by and between Plaintiff Stanley Rene ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, on one hand, and Defendant Koch Filter Corporation("Defendant"), on the other hand:

I. DEFINITIONS

- A. "Action" shall mean the putative class action lawsuit designated *Rene v. Koch Filter Corporation*, Riverside County Superior Court, Case No. CVRI2300700, filed February 9, 2023.
- B. "Aggrieved Employees" shall mean all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the PAGA Period. Aggrieved Employees shall not have the ability to request exclusion from the Settlement.
- C. "Aggrieved Employee Payment" shall mean the Aggrieved Employees' pro-rata share of the twenty-five percent (25%) portion of the PAGA Payment allocated and distributed to the Aggrieved Employees.
- D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- E. "Class Counsel" shall mean Edwin Aiwasian of Lawyers for Justice, P.C., Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC.
- F. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$99,333.33 out of \$298,000.00, plus costs and expenses in the amount of up to \$25,000.00. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel (35% to Lawyers for Justice, PC; 32.5% to JCL Law Firm, APC; and 32.5% to Zakay Law Group, APLC).

- 1 G. "Class Data" means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment; and any other information the Settlement Administrator deems
6 necessary to accurately calculate the number of Workweeks and Pay Period worked
7 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.
- 8 H. "Class Members" or the "Class" means all current and former hourly-paid or non-
9 exempt employees who worked for Defendant within the State of California during
10 the Class Period.
- 11 I. "Class Period" means the period from February 9, 2019, through the earlier of July
12 16, 2024, or the date the Court enters an order granting preliminary approval of this
13 settlement.
- 14 J. "Class Representative" shall mean plaintiff Stanley Rene.
- 15 K. "Class Representative Service Award" means the amount of up to and not to exceed
16 Five Thousand Dollars and Zero Cents (\$5,000.00) that the Court authorizes to be
17 paid to the Class Representative, in addition to his Individual Class Payment and his
18 Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with
19 the prosecution of the Action.
- 20 L. "Court" means the Superior Court for the State of California, County of Riverside
21 currently presiding over the Action.
- 22 M. "Defendant" shall mean Koch Filter Corporation, a Kentucky corporation.
- 23 N. "Effective Date" means the earliest date, following entry by the Court of an order
24 and judgment finally approving this Settlement, upon which one of the following have
25 occurred: (i) if no objection is filed to the settlement and no objector appears at the
26 hearing on final approval, the date of notice of the Court's entry of the order and
27 judgment granting final approval, (ii) if an objection is filed to the settlement and/or
28 an objector appears at the hearing on final approval, then the earlier of the following:

(a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

O. “Funding Date” shall mean thirty (30) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accordance with the terms of this Agreement.

P. “Gross Settlement Amount” means Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Payment and the Settlement Administration Expenses and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

Q. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment (\$7,500) allocated to the California Labor and Workforce Development Agency.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Expenses. Any amounts not approved by the Court will become part of the Net Settlement Amount for distribution to Settlement Class Members and will not be grounds for voiding the Agreement.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

- 1 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698 *et seq.*
- 3 V. "PAGA Payment" shall mean Ten Thousand Dollars and Zero Cents (\$10,000.00) to
4 be allocated from the Gross Settlement Amount in settlement of the Released PAGA
5 Claims, which shall be used to pay the Aggrieved Employee Payments and LWDA
6 Payments.
- 7 W. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
8 for each Aggrieved Employee divided by the sum total of the pay periods for all
9 Aggrieved Employees during the PAGA Period.
- 10 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
11 Employee Payment, as defined herein, means the number of pay periods of
12 employment during the PAGA Period that each Aggrieved Employee worked in
13 California.
- 14 Y. "PAGA Period" means the period between December 5, 2021, through the earlier of
15 July 16, 2024, or the date the Court enters an order granting preliminary approval of
16 this settlement.
- 17 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
18 Plaintiff or Defendant, individually.
- 19 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
20 by the sum total Workweeks for all Class Members.
- 21 BB. "Plaintiff" shall mean Stanley Rene.
- 22 CC. "QSF" means the Qualified Settlement Fund established, designated and maintained
23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 DD. "Released Class Claims" means all claims, causes of action, and primary rights
25 arising during the Class Period that were alleged in the Complaints and any
26 amendments thereto, including those for all wages, damages, penalties, interest,
27 unpaid costs, liquidated damages, benefits, attorney's fees, litigation costs, restitution,
28 equitable relief, and other amounts recoverable under said claims, causes of action or

1 legal theories of relief, including without limitation all claims under the California
2 Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for
3 unpaid wages (minimum, regular, overtime, and doubletime); rounding violations;
4 regular rate of pay violations for overtime, meal period premiums, and sick pay; meal
5 period violations; rest period violations; untimely wages during employment and at
6 termination; non-compliant wage statements; failure to keep requisite payroll records;
7 failure to reimburse business expenses; and unfair business practices (Business and
8 Professions code section 17200).

9 EE. “Released PAGA Claims” means all claims for PAGA penalties asserted or that could
10 have been asserted arising out of the facts alleged in the operative complaints and any
11 amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred
12 during the PAGA Period, and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social
14 security, workers' compensation, and PAGA claims outside of the PAGA Period.

15 FF. “Released Party” shall mean Defendant together with its officers, directors,
16 employees and agents.

17 GG. “Response Deadline” means the date forty-five (45) days after the Settlement
18 Administrator mails Notice Packets to Class Members and the last date on which
19 Class Members may submit requests for exclusion or objections to the Settlement.

20 HH. “Settlement” means the disposition of the Action pursuant to this Agreement.

21 II. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive,
22 Suite 164 Irvine, CA 92618. The Settlement Administrator establishes, designates
23 and maintains, as a QSF under Internal Revenue Code section 468B and Treasury
24 Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount
25 is deposited for the purpose of resolving the claims of Settlement Class Members.
26 The Settlement Administrator shall maintain the funds until distribution in an
27 account(s) segregated from the assets of Defendant and any person related to
28 Defendant. *All accrued interest shall be paid and distributed to the Settlement Class*

Members as part of their respective Individual Settlement Payment.

- JJ. “Settlement Administration Expenses” shall mean the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$5,000.00.
- KK. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.
- LL. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

- A. On December 5, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.
- B. On February 9, 2023, Plaintiff filed a Class Action complaint in the Superior Court for the State of California, County of Riverside Case No. CVRI2300700 (“Class Action”) alleging causes of action for:
1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

1 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
2 Payroll Records);

3 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
4 Business Expenses);

5 10. Violation of California Business & Professions Code §§ 17200, *et seq.*

6 C. On February 9, 2023, Plaintiff filed a separate representative action in the Superior
7 Court for the State of California, County of Riverside Case No. CVRI2300698
8 alleging a single cause of action for violations of PAGA (“PAGA Action”).

9 D. The Class Representative believes he has meritorious claims based on alleged
10 violations of the California Labor Code, and the Industrial Wage Commission Orders,
11 and that class certification is appropriate because the prerequisites for class
12 certification can be satisfied in the Action, and this action is manageable as a PAGA
13 representative action.

14 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
15 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
16 Representative are owed, and further contend that, for any purpose other than
17 settlement, the Action is not appropriate for class or representative action treatment.
18 Defendant contends, among other things, that at all times it complied with the
19 California Labor Code and the Industrial Wage Commission Orders.

20 F. Class Counsel represent the Class Representative. Class Counsel conducted a
21 thorough investigation into the facts relevant to the Action, including conducting an
22 independent investigation as to the allegations, reviewing documents and information
23 exchanged through informal discovery, and reviewing documents and information
24 provided by Defendant pursuant to informal requests for information to prepare for
25 mediation. Defendant produced for the purpose of settlement negotiations certain
26 employment data concerning the Settlement Class, which Class Counsel reviewed
27 and analyzed. Class Counsel engaged in a comprehensive review and analysis of
28 Defendant’s discovery responses, including obtaining the contact information of the

1 class members and conducting numerous interviews of the class members. Based on
2 their own independent investigation and evaluation, Class Counsel are of the opinion
3 that the Settlement with Defendant is fair, reasonable and adequate, and is in the best
4 interest of the Settlement Class in light of all known facts and circumstances,
5 including the risks of significant delay, defenses asserted by Defendant, uncertainties
6 regarding class certification, and numerous potential appellate issues. Although it
7 denies any liability, Defendant agrees to this Settlement solely to avoid the
8 inconveniences and cost of further litigation. The Parties and their counsel have
9 agreed to settle the claims on the terms set forth in this Agreement.

10 G. On April 17, 2024, the Parties participated in mediation presided over by Hon. Brian
11 C. Walsh (Ret.), a retired jurist and mediator of wage and hour class and PAGA
12 actions. The mediation concluded with a settlement after both sides agreed to a
13 Mediator's proposal which was subsequently memorialized in the form of a
14 Memorandum of Understanding ("MOU").

15 H. On May 24, 2024, the Parties stipulated to the filing of a First Amended Complaint
16 in the Action that consolidates the PAGA Action with the Class Action for purposes
17 of settlement and to add claims for rounding violations and regular rate violations for
18 purposes of redeemed sick pay.

19 I. On May 21, 2024, Plaintiff filed an Amended PAGA Notice for purposes of adding
20 claims for rounding violations and regular rate violations for purposes of redeemed
21 sick pay.

22 J. This Agreement replaces and supersedes any other agreements, understandings, or
23 representations between the Parties. This Agreement represents a compromise and
24 settlement of highly disputed claims. Nothing in this Agreement is intended or will
25 be construed as an admission by Defendant that the claims in the Action of Plaintiff
26 or the Class Members have merit or that Defendant bears any liability to Plaintiff or
27 the Class on those claims or any other claims, or as an admission by Plaintiff that
28 Defendant's defenses in the Action have merit.

1 K. The Parties believe that the Settlement is fair, reasonable and adequate. The
2 Settlement was arrived at through arm's-length negotiations, considering all relevant
3 factors. The Parties recognize the uncertainty, risk, expense and delay attendant to
4 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
5 fully, finally, and forever settle, compromise and discharge all disputes and claims
6 arising from or relating to the Action.

7 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
8 for any reason the settlement does not become effective, Defendant reserves the right
9 to contest certification of any class for any reason and reserves all available defenses
10 to the claims in the Action.

11 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

- 14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant will pay the sum of
16 the Individual Settlement Payment, the Class Representative Service Award,
17 the Class Counsel Award, PAGA Payment, and the Settlement Administration
18 Expenses, as specified in this Agreement, equal to the Gross Settlement
19 Amount of Two Hundred Ninety-Eight Thousand Dollars and Zero Cents
20 (\$298,000.00). The Parties agree that this is a non-reversionary Settlement and
21 that no portion of the Gross Settlement Amount shall revert to Defendant.
22 Other than the Defendant's share of employer payroll taxes and as provided
23 for in Section III(A)(2) below, if any, Defendant shall not be required to pay
24 more than the Gross Settlement Amount, except as provided for hereinbelow.
- 25 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
26 Class was comprised of 50 Class Members who collectively worked
27 approximately 7,319 Workweeks ("Projected Workweeks") during the Class
28 Period. In the event the actual number of Workweeks worked by Class

Members during the Class Period increases by more than 10%, i.e., more than 8,050.9, then Defendant shall increase its contribution to the Gross Settlement Amount on proportional basis in excess of ten percent. For example, if there were an 11% increase in actual Workweeks during the Class Period, the Gross Settlement Amount shall increase by 1%. Alternatively, Defendant will have the option to cut off the Class Period to the date on which the total Workweeks reached 7,319. In regard hereto, Defendant will provide a declaration under penalty of perjury at least two (2) weeks before the deadline for filing the motion for preliminary approval of the settlement, confirming the number of applicable Class Members and Workweeks they worked during the applicable Class Period.

3. Settlement Payment. Defendant and the Released Parties, and each of them, are jointly and severally liable for payment of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the Settlement Administrator on the Funding Date.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount, shall be calculated by the Settlement Administrator, and shall be paid together with the Gross Settlement Amount.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Plaintiff and State of California. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Released Parties for the Released PAGA Claims. The forgoing is subject to and intended to be in compliance with Case Management Order

1 #1 D(7)(d), such that Plaintiff releases all claims for statutory penalties that could have
2 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-
3 filing letter to the LWDA, and any amendments thereto, and only to the extent they
4 are alleged in the operative complaint; Plaintiff does not release any Aggrieved
5 Employee's claim for wages or damages.

6 D. Conditions Precedent: This Settlement will become final and effective only upon the
7 occurrence of all of the following events:

- 8 1. The Court enters an order granting preliminary approval of the Settlement;
- 9 2. The Court enters an order granting final approval of the Settlement and a Final
10 Judgment;
- 11 3. If an objector appears at the final approval hearing, the time for appeal of the
12 Final Judgment and Order Granting Final Approval of Class Action
13 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
14 any appeal from the Judgment and Order Granting Final Approval of Class
15 Action Settlement; and
- 16 4. Defendant fully funds the Gross Settlement Amount.

17 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
18 not preliminarily or finally approved by the Court, fails to become effective, or is
19 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
20 Defendant from obtaining a complete resolution of the Released Class Claims, or if
21 Defendant fails to fully fund the Gross Settlement Amount:

- 22 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
23 and shall not be admissible in any judicial, administrative or arbitral
24 proceeding for any purpose or with respect to any issue, substantive or
25 procedural;
- 26 2. The conditional class certification (obtained for any purpose) shall be void *ab*
27 *initio* and of no force or effect, and shall not be admissible in any judicial,
28

administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Expenses incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payment.

H. 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, an “other party”) acknowledges and agrees that: (1) no provision

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

16 I. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for
17 Order Granting Preliminary Approval and supporting papers within a reasonable
18 period of time after complete execution of this agreement and will provide Defendant
19 with a draft of the Motion at least three (3) business days prior to the filing of the
20 Motion to give Defendant an opportunity to propose changes or additions to the
21 Motion.

22 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
23 establishing and administering the QSF; calculating, processing and mailing payments
24 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
25 mailing the Notice Packets to the Class Members as directed by the Court; receiving
26 and reporting the objections and requests for exclusion; calculating, deducting and
27 remitting all legally required taxes from Individual Settlement Payments and
28 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual

1 Settlement Payments and/or Aggrieved Employee Payment; processing and mailing
2 tax payments to the appropriate state and federal taxing authorities; providing
3 declaration(s) as necessary in support of preliminary and/or final approval of this
4 Settlement; and other tasks as the Parties mutually agree or the Court orders the
5 Settlement Administrator to perform. The Settlement Administrator shall keep the
6 Parties timely apprised of the performance of all Settlement Administrator
7 responsibilities by among other things, sending a weekly status report to the Parties'
8 counsel stating the date of the mailing, the of number of Elections Not to Participate
9 in Settlement it receives (including the numbers of valid and deficient), and number of
10 objections received.

11 K. Notice Procedure.

12 1. Class Data. No later than fifteen (15) business days after the Preliminary
13 Approval Date, Defendant shall provide the Settlement Administrator with the
14 Class Data for purposes of preparing and mailing Notice Packets to the Class
15 Members.

16 2. Notice Packets.

17 a) The Notice Packet shall contain the Notice of Class Action Settlement
18 in a form substantially similar to the form attached as **Exhibit A** and a
19 Request for Exclusion form attached hereto as **Exhibit B, both with**
20 **Spanish translation.** The Notice of Class Action Settlement shall
21 inform Class Members and Aggrieved Employees that they need not
22 do anything in order to receive an Individual Settlement Payment
23 and/or Aggrieved Employee Payment and to keep the Settlement
24 Administrator apprised of their current mailing address, to which the
25 Individual Settlement Payments and/or Aggrieved Employee Payment
26 will be mailed following the Funding Date. The Notice of Class
27 Action Settlement shall set forth the release to be given by all members
28 of the Class who do not request to be excluded from the Settlement

1 Class and/or Aggrieved Employees in exchange for an Individual
2 Settlement Payment and/or Aggrieved Employee Payment; the
3 number of Workweeks worked by each Class Member during the
4 Class Period and PAGA Period, if any; and the estimated amount of
5 their Individual Settlement Payment if they do not request to be
6 excluded from the Settlement and each Aggrieved Employee's share
7 of the PAGA Payment, if any. The Settlement Administrator shall use
8 the Class Data to determine Class Members' Workweeks and PAGA
9 Pay Periods. The Notice will also advise the Aggrieved Employees
10 that they will release the Released PAGA Claims and will receive their
11 share of the PAGA Payment regardless of whether they request to be
12 excluded from the Settlement.

13 b) The Notice Packet's mailing envelope shall include the following
14 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
15 ENTITLED TO PARTICIPATE IN A CLASS ACTION
16 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
17 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
18 NOTICE."

19 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
20 Settlement Administrator will perform a search based on the National Change
21 of Address Database to update and correct any known or identifiable address
22 changes. No later than fourteen (14) calendar days after receiving the Class
23 Data from Defendant, the Settlement Administrator shall mail copies of the
24 Notice Packet to all Class Members via regular First-Class U.S. Mail and
25 electronic mail. The Settlement Administrator shall exercise its best judgment
26 to determine the current mailing address for each Class Member. The address
27 identified by the Settlement Administrator as the current mailing address shall
28 be presumed to be the best mailing address for each Class Member.

- 1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. The Settlement Administrator
4 will re-mail Notices within seven (7) days of receiving a returned Notice. If
5 no forwarding address is provided, the Settlement Administrator shall
6 promptly attempt to determine a correct address by lawful use of skip-tracing,
7 or other search using the name, address and/or Social Security number of the
8 Class Member involved, and shall then perform a re-mailing, if another
9 mailing address is identified by the Settlement Administrator. In addition, if
10 any Notice Packets, which are addressed to Class Members who are currently
11 employed by Defendant, are returned to the Settlement Administrator as non-
12 delivered and no forwarding address is provided, the Settlement Administrator
13 shall notify Defendant. Defendant will request that the currently employed
14 Class Member provide a corrected address and transmit to the Administrator
15 any corrected address provided by the Class Member. Class Members who
16 received a re-mailed Notice Packet shall have their Response Deadline
17 extended fifteen (15) days from the original Response Deadline.
- 18 5. Disputes Regarding Individual Settlement Payments. Class Members will
19 have the opportunity, should they disagree with Defendant's records regarding
20 applicable workweeks and pay periods during the relevant time periods, to
21 provide documentation and/or an explanation to show contrary dates. If there
22 is a dispute, the Settlement Administrator will consult with the Parties to
23 determine whether an adjustment is warranted. The Settlement Administrator
24 shall determine the eligibility for, and the amounts of, any Individual
25 Settlement Payments under the terms of this Agreement. The Settlement
26 Administrator's determination of the eligibility for and amount of any
27 Individual Settlement Payment shall be binding upon the Class Member and
28 the Parties, except as provided herein below in Section III(K)(6).

- 1 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
2 by the Settlement Administrator concerning the administration of the
3 Settlement will be resolved by the Court under the laws of the State of
4 California. Before any such involvement of the Court, counsel for the Parties
5 will confer in good faith to resolve the disputes without the necessity of
6 involving the Court.
- 7 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to exclude themselves from
9 the Settlement must submit a signed copy of the Request for Exclusion form
10 that will be mailed together with the Notice Packet to all Class Members. The
11 Request for Exclusion will not be valid if it is not timely submitted, if the
12 Class Member does not sign it, or if it does not contain the name and address
13 and last four digits of the Social Security number of the Class Member. The
14 date of the postmark on the mailing envelope or fax stamp on the Request for
15 Exclusion shall be the exclusive means used to determine whether the request
16 for exclusion was timely submitted. Any Class Member who submits a timely
17 Request for Exclusion shall be excluded from the Settlement Class, will not
18 be entitled to an Individual Settlement Payment, and will not be otherwise
19 bound by the terms of the Settlement or have any right to object, appeal or
20 comment thereon. However, Aggrieved Employees shall not have the ability
21 to request exclusion from the Released PAGA Claims. Any Class Member
22 that submits a timely Request for Exclusion and is also a member of the
23 Aggrieved Employees will still receive his/her pro rata share of the PAGA
24 Payment, as specified below, and in consideration, will be bound by the
25 Release by the Aggrieved Employees as set forth herein. Settlement Class
26 Members who fail to submit a valid and timely Request for Exclusion on or
27 before the Response Deadline shall be bound by all terms of the Settlement
28 and any final judgment entered in this Action if the Court approves the

1 Settlement. No later than fifteen (15) calendar days after the Response
2 Deadline, the Settlement Administrator shall provide counsel for the Parties
3 with a final list of the names of the Class Members who have submitted timely
4 Requests for Exclusion. At no time shall any of the Parties or their counsel
5 seek to solicit or otherwise encourage members of the Class to submit
6 Requests for Exclusion from the Settlement.

- 7 8. Objections. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to object to the Settlement
9 may submit to the Settlement Administrator a written statement of objection
10 (“Notice of Objection” attached hereto as **Exhibit C**, with Spanish translation
11 to be provided by the Settlement Administrator) by the Response Deadline.
12 The postmark date of mailing shall be deemed the exclusive means for
13 determining that a Notice of Objection was served timely. The Notice of
14 Objection, if in writing, must be signed by the Settlement Class Member and
15 state: (1) the case name and number; (2) the name of the Settlement Class
16 Member; (3) the address of the Settlement Class Member; (4) the last four
17 digits of the Settlement Class Member’s Social Security number; and (5) the
18 basis for the objection. Class Members who fail to make objections in writing
19 in the manner specified above may still make their objections orally at the
20 Final Approval/Settlement Fairness Hearing with the Court’s permission.
21 Settlement Class Members will have a right to appear at the Final
22 Approval/Settlement Fairness Hearing to have their objections heard by the
23 Court regardless of whether they submitted a written objection. At no time
24 shall any of the Parties or their counsel seek to solicit or otherwise encourage
25 Class Members to file or serve written objections to the Settlement or appeal
26 from the Order and Final Judgment. Class Members who submit a written
27 request for exclusion may not object to the Settlement. Class Members may
28 not object to the PAGA Payment. In the event a Class Member submits both

1 a Request for Exclusion and Notice of Objection, the Notice of Objection will
2 nullify the Request for Exclusion and only the objection will be considered.

3 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
4 the Gross Settlement Amount on or before the Funding Date, plus any employer's
5 share of payroll taxes as mandated by law within the time specified herein.

6 1. Individual Settlement Payments. Individual Settlement Payments shall be
7 paid from the Net Settlement Amount and shall be paid pursuant to the
8 formula set forth herein. Using the Class Data, the Settlement Administrator
9 shall add up the total number of Workweeks for all Class Members. The
10 respective Workweeks for each Class Member will be divided by the total
11 Workweeks for all Class Members, resulting in the Payment Ratio for each
12 Class Member. Each Class Member's Payment Ratio will then be multiplied
13 by the Net Settlement Amount to calculate each Class Member's estimated
14 Individual Settlement Payments. Each Individual Settlement Payment will be
15 reduced by any legally mandated employee tax withholdings (e.g., employee
16 payroll taxes, etc.). Individual Settlement Payments for Class Members who
17 submit valid and timely requests for exclusion will be redistributed to
18 Settlement Class Members who do not submit valid and timely requests for
19 exclusion on a pro rata basis based on their respective Payment Ratios.

20 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
21 Class Data, the Settlement Administrator shall add up the total number of
22 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
23 The respective PAGA Pay Periods for each Aggrieved Employee will be
24 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
25 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
26 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
27 Aggrieved Employee Payment to calculate each Aggrieved Employee's
28 estimated share of the PAGA Payment.

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as follows: 20% as wages
3 (“Wage Portion”); 80% as penalties and interest (“Non-Wage Portion”). The
4 Wage Portion is subject to wage withholdings and shall be reported on IRS
5 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
6 and shall be reported on IRS Form 1099.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Payments shall be allocated and treated as 100% penalties and shall
9 be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 Aggrieved Employee Payment made to Settlement Class Members and/or
12 Aggrieved Employees under this Settlement Agreement, as well as any other
13 payments made pursuant to this Settlement Agreement, will not be utilized to
14 calculate any additional benefits under any benefit plans to which any Class
15 Members may be eligible, including, but not limited to profit-sharing plans,
16 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
17 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention
18 that this Settlement Agreement will not affect any rights, contributions, or
19 amounts to which any Class Members may be entitled under any benefit plans.
- 20 6. All monies received by Settlement Class Members under the Settlement which
21 are attributable to wages shall constitute income to such Settlement Class
22 Members solely in the year in which such monies actually are received by the
23 Settlement Class Members. It is the intent of the Parties that Individual
24 Settlement Payments and Aggrieved Employee Payment provided for in this
25 Settlement Agreement are the sole payments to be made by Defendant to
26 Settlement Class Members and/or Aggrieved Employees in connection with this
27 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
28 Class Members and/or Aggrieved Employees are not entitled to any new or

1 additional compensation or benefits as a result of having received the Individual
2 Settlement Payments and/or their shares of the PAGA Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees last known mailing address no later than fifteen
6 (15) calendar days after the Funding Date. The Settlement Administrator may
7 issue a Class Member's Individual Settlement Payment and Aggrieved
8 Employee Payment (if any) in the form of a single check.

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employee does not cash his or her settlement check within ninety
13 (90) days, the Settlement Administrator will send a letter to such persons,
14 advising that the check will expire after the one hundred eightieth (180th) day,
15 and invite that Settlement Class Member and/or Aggrieved Employee to
16 request reissuance in the event the check was destroyed, lost or misplaced. In
17 the event an Individual Settlement Payment and/or Aggrieved Employee's
18 Aggrieved Employee Payment check has not been cashed within one hundred
19 and eighty (180) days, the check will be voided and the Settlement Class
20 Member and/or Aggrieved Employee will remain bound by the Settlement.
21 The funds from any such uncashed checks shall be directed to the State
22 Controller's Office Unclaimed Property Division in the name of the individual
23 who did not cash their checks. The Parties agreed that under this procedure,
24 there is no residue as the entire Gross Settlement Amount will be distributed.

25 9. Class Representative Service Award. In addition to the Individual Settlement
26 Payment and his Aggrieved Employee Payment to be paid to Plaintiff,
27 Plaintiff will apply to the Court for an award of not more than \$5,000, as the
28 Class Representative Service Award. Defendant will not oppose a Class

1 Representative Service Award of not more than \$5,000 for Plaintiff. The
2 Settlement Administrator shall pay the Class Representative Service Award,
3 either in the amount stated herein if approved by the Court or some other
4 amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than fifteen (15) calendar days after the Funding Date. Any
6 portion of the requested Class Representative Service Award that is not
7 awarded to the Class Representative shall be part of the Net Settlement
8 Amount and shall be distributed to Settlement Class Members as provided in
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
10 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
11 shall be solely and legally responsible to pay any and all applicable taxes on
12 his Class Representative Service Award and shall hold harmless the Released
13 Parties from any claim or liability for taxes, penalties, or interest arising as a
14 result of the Class Representative Service Award. The Class Representative
15 Service Award shall be in addition to Plaintiff's Individual Settlement
16 Payment as a Settlement Class Member. Approval of this Settlement shall not
17 be conditioned on Court approval of the requested amount of the Class
18 Representative Service Award. If the Court reduces or does not approve the
19 requested Class Representative Service Award, Plaintiff shall not have the
20 right to revoke the Settlement, and it will remain binding.

- 21 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
22 attorneys' fees not to exceed one-third of the Gross Settlement Amount
23 currently estimated to be Ninety-Nine Thousand, Three Hundred Thirty-Three
24 Dollars and Thirty-Three Cents (\$99,333.33) plus costs and expenses
25 supported by declaration not to exceed Twenty Thousand Dollars and Zero
26 Cents (\$20,000.00), to be paid from the Gross Settlement Amount will be
27 filed. Defendant agrees not to oppose the request for the Class Counsel
28 Award. Any portion of the requested Class Counsel Award that is not

1 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
2 be distributed to Settlement Class Members as provided in this Agreement.
3 The Settlement Administrator shall allocate and pay the Class Counsel Award
4 to Class Counsel from the Gross Settlement Amount no later than fifteen (15)
5 calendar days after the Funding Date. Class Counsel shall be solely and
6 legally responsible to pay all applicable taxes on the payment made pursuant
7 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
8 — MISC to Class Counsel for the payments made pursuant to this paragraph.
9 In the event that the Court reduces or does not approve the requested Class
10 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
11 the Settlement, or to appeal such order, and the Settlement will remain
12 binding.

13 11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be
14 allocated from the Gross Settlement Amount for settlement of claims for civil
15 penalties under the Private Attorneys General Act of 2004 (“PAGA
16 Payment”). The Settlement Administrator shall distribute the LWDA
17 Payment to the California Labor and Workforce Development Agency no later
18 than twenty-five (25) calendar days after the Funding Date. The Aggrieved
19 Employee Payment will be distributed to the Aggrieved Employees as
20 described in this Agreement. For purposes of distributing the Aggrieved
21 Employee Payments, each Aggrieved Employee shall receive their pro-rata
22 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
23 as defined above.

24 12. Settlement Administration Expenses. The Settlement Administrator shall be
25 paid for the costs of administration of the Settlement from the Gross
26 Settlement Amount. The estimate of the Settlement Administration Expenses
27 is \$5,000. The Settlement Administrator shall be paid the Settlement
28

Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Expenses. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than fifteen (15) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion and the full names of the Class Members requesting exclusion (if any), the number of objections received, the amount of the average Individual Settlement Payment, lowest Individual Settlement Payment, and highest Individual Settlement Payment, the amount of the average Aggrieved Employee Payment, lowest Aggrieved Employee Payment, and highest Aggrieved Employee Payment, the Settlement Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibits.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represent and warrant that he/she is authorized
26 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
27 he is authorized to sign this Agreement and that he has not assigned any claim, or part
28 of a claim, covered by this Settlement to a third-party.

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive arms-length negotiations, considering all relevant factors,
22 present and potential.
- 23 Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain
24 jurisdiction over this case under CCP section 664.6 to ensure the continuing
25 implementation of the provisions of this settlement and that the time within which to
26 bring this action to trial under CCP section 583.310 shall be executed from the date of
27 the signing of this Agreement by all Parties until the entry of the final approval order
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1 and judgment or if not entered the date this Agreement shall no longer be of any force
2 or effect.

3 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

7 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
8 intend to pursue any claims against the Released Parties, including, but not limited to,
9 any and all claims relating to or arising from Plaintiff's employment with Defendant,
10 regardless of whether Class Counsel is currently aware of any facts or legal theories
11 upon which any claims or causes of action could be brought against Released Parties,
12 including those facts or legal theories alleged in the operative complaint in this Action.
13 The Parties further acknowledge, understand and agree that this representation is
14 essential to the Agreement and that this Agreement would not have been entered into
15 were it not for this representation.

16 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
17 for purposes of this settlement only.

18 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendant.
20 Defendant claims that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement and no documents referred to and no action taken to carry out this
23 Agreement may be construed or used as an admission by or against the Defendant or
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
25 than as may be specifically set forth herein, each Party shall be responsible for and
26 shall bear its/his own attorney's fees and costs.

27 DD. Attorneys' Fees. If Defendant fails to fund the Gross Settlement Amount in
28 accordance with this Agreement, Plaintiff and the Settlement Class shall be entitled to

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reasonable attorneys’ fees and costs incurred in any action seeking to enforce the terms
of this Agreement.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 06/11/2024



Stanley R. Rine (JUL 11 2024 20:46 PDT)

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

KOCH FILTER CORPORATION

Printed Name

Title

reasonable attorneys' fees and costs incurred in any action seeking to enforce the terms
of this Agreement.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

STANLEY RENE

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 7/10/2024



KOCH FILTER CORPORATION

D.G. Schuster

Printed Name

PRESIDENT

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: June 11, 2024

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: June 11, 2024

ZAKAY LAW GROUP, APLC

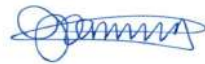
9 By: 

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: July 22, 2024

LAWYERS FOR JUSTICE, PC

14 By: 

15 Edwin Aiwazian

16 Attorneys for Plaintiff and the Settlement Class
17 Members

18 DATED: _____

OGLETREE DEAKINS

19 By: _____

20 Marlene Moffitt

21 Attorneys for Defendant
22
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: _____

JCL LAW FIRM, APC

4 By: _____

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class
Members

7
8 DATED: _____

ZAKAY LAW GROUP, APLC

9 By: _____

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class
Members

12
13 DATED: _____

LAWYERS FOR JUSTICE, PC

14 By: _____

15 Edwin Aiwarzian

16 Attorneys for Plaintiff and the Settlement Class
Members

17
18 DATED: July 10, 2024

OGLETREE DEAKINS

19 By:  _____

20 Marlene Moffitt

21 Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND PAGA ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Rene v. Koch Filter Corporation, Riverside County Superior Court Case No. CVRI2300700)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< [REDACTED] >>. Your estimated Aggrieved Employee Payment is << [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. You are not able to exclude yourself from the Released PAGA Claims, however. If you request exclusion, you will not receive an Individual Settlement Payment but may receive an Aggrieved Employee Payment if you qualify, as set forth below Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. You cannot object to the Settlement if you submit a request for exclusion. Directions are provided below.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Stanley Rene (“Plaintiff”) and Defendant Koch Filter Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the Class Period.

The “Class Period” is the period of time running from February 9, 2019, through [REDACTED] [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 9, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (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 Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code sections 17200 and 17203. Plaintiff subsequently amended the complaint. The amended complaint is available on the Settlement Administrator’s website listed at the end of this notice.

On February 9, 2024, Plaintiff filed a separate representative action Superior Court of the State of California, County of Riverside Case No. CVRI2300698 for violations of the Private Attorneys General Act, California Labor Code sections 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code. Plaintiff’s PAGA claims have been consolidated with the claims in the Action by way of Plaintiff’s amended complaint.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and sick pay that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them during employment and at the time of their terminations; that Defendant accurately maintained records and provided compliant wage statements; that Defendant reimbursed members of the class for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount will cover payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$99,333.33) plus costs and expenses not to exceed \$20,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the PAGA Period. The PAGA Period means the period between December 5, 2021, through [REDACTED] [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement].

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

You may find the Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" filed on **MONTH XX**, 2024, with the Riverside County Superior Court, Dept. 1, located

at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on **MONTH XX**, 2024. The Settlement Agreement is also on the Settlement Administrator's website listed at the end of this notice.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall be deemed to have released all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims, causes of action, and primary rights arising during the Class Period that were alleged in the Complaints and any amendments thereto, including those for all wages, damages, penalties, interest, unpaid costs, liquidated damages, benefits, attorney's fees, litigation costs, restitution, equitable relief, and other amounts recoverable under said claims, causes of action or legal theories of relief, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for unpaid wages (minimum, regular, overtime, and doubletime); rounding violations; regular rate of pay violations for overtime, meal period premiums, and sick pay; meal period violations; rest period violations; untimely wages during employment and at termination; non-compliant wage statements; failure to keep requisite payroll records; failure to reimburse business expenses; and unfair business practices (Business and Professions code section 17200).

The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall be deemed to have released all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the operative complaints and any amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. Class Members are not able to exclude themselves from the PAGA Release.

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

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (February 9, 2019, through ____ [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement]).

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

Defendant's records reflect that you have <<_____>> pay periods worked during the PAGA Period (December 5, 2021, through _____ [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement]).

Based on this information, your estimated Aggrieved Employee Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment, and you will not be bound by the release of Released Class Claims, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a signed copy of the enclosed Request for Exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618. The Request for Exclusion must be signed by you. No other person may opt out for a member of the Class.

Requests for Exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. If you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify and void your Request for Exclusion.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement by submitting a signed copy of the Notice of Objection. You may also object without submitting the Notice of Objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify and void your Request for Exclusion. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The signed Notice of Objection must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendant:

Marlene M. Moffitt, Esq.
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
marlene.moffitt@ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501 before Judge Harold Hopp. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to *Rene v. Koch Filter Corporation, Riverside County Superior Court, Case No. CVRI2300700*, Settlement Administrator, c/o [REDACTED].

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on [REDACTED], 2024, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be sent to the State Controller's Office Unclaimed Property Division in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of Riverside
Rene v. Koch Filter Corporation
Riverside County Superior Court Case No. CVRI2300700

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class and PAGA Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **【** INSERT DATE**】**.

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Stanley Rene v. Koch Filter Corporation*, Case No. CVRI2300700, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment and be bound by the PAGA Release. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment or exclusion from the PAGA Release.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **【**INSERT DATE**】** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

Must Be Postmarked
No Later Than
XXX, 2024

NOTICE OF OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Rene v. Koch Filter Corporation, Case No. CVRI2300700

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2024. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Additionally, if you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify your Request for Exclusion.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
jlapuyade@jcl-lawfirm.com
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ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
shani@zakaylaw.com

Attorneys for Plaintiff STANLEY RENE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STANLEY RENE, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

KOCH FILTER CORPORATION, a Kentucky
corporation; and DOES 1-50, Inclusive;

Defendants.

Case No. CVRI2300700

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 3, 2024
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Reservation #: 972551561962

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 03 2024

E. Escobedo

CAJ

OCT 05 2024

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1 This matter having come before the Honorable Judge Harold W. Hopp of the Superior Court of
2 the State of California, in and for the County of Riverside, at 8:30 a.m. on October 3, 2024, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for plaintiff STANLEY RENE ("Plaintiff"), and Marlene M. Moffitt, Esq. of Ogletree
5 Deakins, Nash, Smoak & Stewart, PC appearing for Defendant KOCH FILTER CORPORATION
6 ("Defendant"). The Court, having carefully considered the briefs, argument of counsel and all the
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
8 Preliminary Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Claims and Release of Claims ("Settlement Agreement" or "Agreement"). This is based on the Court's
12 determination that the Settlement Agreement is within the range of possible final approval, pursuant to
13 the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
14 rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00). It
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
6 Settlement Amount for attorneys' fees, currently estimated Ninety-Nine Thousand Three Hundred
7 Thirty-Three Dollars and Thirty-Three Cents (\$99,333.33), an award of litigation expenses incurred
8 not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), and proposed Class
9 Representative Service Award to the Class Representative, Stanley Rene, in the amount of Five
10 Thousand Dollars and Zero Cents (\$5,000.00). While these awards appear to be within the range of
11 reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service
12 Award until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "all current and former hourly-paid or non-exempt employees who worked
18 for Defendant within the state of California during the period between
19 February 9, 2019, to July 16, 2024."

20 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
23 common questions of law and fact predominate, and there is a well-defined community of interest
24 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
25 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
26 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
27 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
28 to act as counsel for the Class Representative in his individual capacity and as the representative of the

1 Class Members.

2 8. The Court provisionally appoints plaintiff Stanley Rene as the representative of the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 A.P.C., Shani O. Zakay, Esq. of the Zakay Law Group, APLC, Edwin Aiwazian, Esq. of Lawyers for
5 Justice, P.C. as Class Counsel for the Class Members.

6 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
7 Class Action Settlement and Final Hearing Date ("Class Notice"), a true and correct copy of which is
8 attached hereto as **Exhibit "1."** The Court finds that the notice appears to fully and accurately inform
9 the Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
10 including right of any Class Member to be excluded from the Class by completing the attached Request
11 for Exclusion Form, and of each Class Member's right and opportunity to object to the Settlement via
12 the attached Objection Form. The Court further finds that the distribution of the notice substantially in
13 the manner and form set forth in the Agreement and this Order meets the requirements of due process,
14 is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to
15 all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to
16 the terms set forth in the Agreement.

17 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later
18 than fifteen (15) business days after the entry of this order, Defendant shall provide to the Settlement
19 Administrator the Class Data, including information regarding Class Members that Defendant will in
20 good faith compile from its records, including each Class Member's full name; last known address;
21 Social Security Number; start dates and end dates of employment; and any other information the
22 Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay
23 Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Period.
24 No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement
25 Administrator shall mail the Class Notice to all identified, potential Class Members via regular first
26 class U.S. Mail and electronic mail using the most current mailing address information available. The
27 Settlement Administrator shall also be required to perform all duties set forth in the Agreement.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. A true and correct copy of the proposed exclusion form is attached hereto as **Exhibit "2."**
2 Any Class Member may individually choose to opt out of and be excluded from the Settlement as
3 provided in the Notice by following the instructions for requesting exclusion from the Settlement of
4 the Released Class Claims that are set forth in the Notice and submitting the exclusion form to the
5 Settlement Administrator. All requests for exclusion must be postmarked or received by the Response
6 Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class
7 Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after the original
8 Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement
9 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by
10 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not
11 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment.
12 A request for exclusion may only opt out that particular individual, and any attempt to affect an optout
13 of a group, class, or subclass of individuals is not permitted and will be deemed invalid. The Settlement
14 Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval,
15 authenticating a copy of every exclusion form received by the administrator.

16 13. Any Class Member may appear at the final approval hearing, regardless of whether they
17 have submitted a timely written objection and notice of intention to appear. Class Members may express
18 their views regarding the Settlement and may present evidence and file briefs or other papers that may
19 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.
20 Class Members will have forty-five (45) days from the date the Settlement Administrator mails the
21 Class Notice to postmark their objections to the Settlement Administrator. A true and correct copy of
22 the proposed objection form is attached hereto as **Exhibit "3."** The Settlement Administrator shall file
23 a declaration concurrently with the filing of the Motion for Final Approval authenticating a copy of
24 every objection form received by the Settlement Administrator.

25 14. A final approval hearing shall be held before this Court on January 30, 2025 at 2:30
26 AM/PM in Department 1 of the Riverside County Superior Court to determine all necessary matters
27 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
28 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally

1 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
2 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
3 to the Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and
4 the Settlement Administration Expenses. All papers in support of the motion for final approval and the
5 motion for Class Counsel Award and Class Representative Service Award shall be filed with the Court
6 and served on all counsel no later than sixteen (16) court days before the hearing. The Settlement
7 Administrator must give notice to any objecting party of any continuance of the hearing of the Motion
8 for Final Approval.

9 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
10 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
11 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
12 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth
13 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
14 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
15 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
16 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
17 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
18 liability, fault, wrongdoing, omission, concession or damage.

19 16. In the event the Settlement does not become effective in accordance with the terms of the
20 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
21 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
22 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
23 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
24 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
25 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

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17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: Oct. 3, 2024

Harold W. Sey
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

**NOTICE OF PENDENCY OF CLASS AND PAGA ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Rene v. Koch Filter Corporation, Riverside County Superior Court Case No. CVRI2300700)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< <u> </u> >>. Your estimated Aggrieved Employee Payment is << <u> </u> >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. You are not able to exclude yourself from the Released PAGA Claims, however. If you request exclusion, you will not receive an Individual Settlement Payment but may receive an Aggrieved Employee Payment if you qualify, as set forth below Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. You cannot object to the Settlement if you submit a request for exclusion. Directions are provided below.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the "Court") has been reached between Plaintiff Stanley Rene ("Plaintiff") and Defendant Koch Filter Corporation ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the Class Period.

The "Class Period" is the period of time running from February 9, 2019, through [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 9, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (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 Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code sections 17200 and 17203. Plaintiff subsequently amended the complaint. The amended complaint is available on the Settlement Administrator’s website listed at the end of this notice.

On February 9, 2024, Plaintiff filed a separate representative action Superior Court of the State of California, County of Riverside Case No. CVRI2300698 for violations of the Private Attorneys General Act, California Labor Code sections 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code. Plaintiff’s PAGA claims have been consolidated with the claims in the Action by way of Plaintiff’s amended complaint.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and sick pay that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them during employment and at the time of their terminations; that Defendant accurately maintained records and provided compliant wage statements; that Defendant reimbursed members of the class for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount will cover payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$99,333.33) plus costs and expenses not to exceed \$20,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do not request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the PAGA Period. The PAGA Period means the period between December 5, 2021, through [] [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement].

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

You may find the Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" filed on MONTH XX, 2024, with the Riverside County Superior Court, Dept. 1, located
Exhibit A - Notice of Pendency (2024)

at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on MONTH XX, 2024. The Settlement Agreement is also on the Settlement Administrator's website listed at the end of this notice.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall be deemed to have released all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims, causes of action, and primary rights arising during the Class Period that were alleged in the Complaints and any amendments thereto, including those for all wages, damages, penalties, interest, unpaid costs, liquidated damages, benefits, attorney's fees, litigation costs, restitution, equitable relief, and other amounts recoverable under said claims, causes of action or legal theories of relief, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for unpaid wages (minimum, regular, overtime, and doubletime); rounding violations; regular rate of pay violations for overtime, meal period premiums, and sick pay; meal period violations; rest period violations; untimely wages during employment and at termination; non-compliant wage statements; failure to keep requisite payroll records; failure to reimburse business expenses; and unfair business practices (Business and Professions code section 17200).

The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall be deemed to have released all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the operative complaints and any amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. Class Members are not able to exclude themselves from the PAGA Release.

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

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (February 9, 2019, through ____ [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement]).

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

Defendant's records reflect that you have <<_____>> pay periods worked during the PAGA Period (December 5, 2021, through _____[the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement]).

Based on this information, your estimated Aggrieved Employee Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment, and you will not be bound by the release of Released Class Claims, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a signed copy of the enclosed Request for Exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618. The Request for Exclusion must be signed by you. No other person may opt out for a member of the Class.

Requests for Exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. If you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify and void your Request for Exclusion.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement by submitting a signed copy of the Notice of Objection. You may also object without submitting the Notice of Objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify and void your Request for Exclusion. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The signed Notice of Objection must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendant:

Marlene M. Moffitt, Esq.
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
marlene.moffitt@ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501 before Judge Harold Hopp. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Rene v. Koch Filter Corporation, Riverside County Superior Court, Case No. CVRI2300700***, Settlement Administrator, c/o _____.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on MONTH XX, 2024, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be sent to the State Controller's Office Unclaimed Property Division in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Superior Court of California, County of Riverside
Rene v. Koch Filter Corporation
Riverside County Superior Court Case No. CVRI2300700

REQUEST FOR EXCLUSION

Instructions: Please complete this Form **ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT** that is described in the Notice Pendency of Class and PAGA Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **[** INSERT DATE**]**.

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Stanley Rene v. Koch Filter Corporation*, Case No. CVRI2300700, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment and be bound by the PAGA Release. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment or exclusion from the PAGA Release.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **[**INSERT DATE**]** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT 3

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

Must Be Postmarked
No Later Than
XXX, 2024

NOTICE OF OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Rene v. Koch Filter Corporation, Case No. CVRI2300700

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2024. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Additionally, if you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify your Request for Exclusion.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 3

Esbeidy Campos

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, September 10, 2024 12:47 PM
To: Esbeidy Campos
Subject: Thank you for your Proposed Settlement Submission

[You don't often get email from no-reply@formassembly.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

09/10/2024 12:46:18 PM

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:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cecampos%40jcl-lawfirm.com%7C6bf936e9e03a4a366da808dcd1d1715b%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638615944716158348%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=cgUraqQY9dHSaNjWop7gZl891DJJc9mjOiCl53JKkLc%3D&reserved=0

EXHIBIT 4