

Robert Drexler (SBN 119119)
 Robert.Drexler@CapstoneLawyers.com
 Molly DeSario (SBN 230763)
 Molly.DeSario@CapstoneLawyers.com
 Jonathan Lee (SBN 267146)
 Jonathan.Lee@CapstoneLawyers.com
 Capstone Law APC
 1875 Century Park East, Suite 1000
 Los Angeles, California 90067
 Telephone: (310) 556-4811
 Facsimile: (310) 943-0396

Attorneys for Plaintiff
 CHARLES BAINBRIDGE

Adam J. Fiss, Bar No. 211799
 afiss@littler.com
 Gregory G. Iskander, Bar No. 200215
 giskander@littler.com
 Nathaniel H. Jenkins, Bar No. 312067
 njenkins@littler.com
 LITTLER MENDELSON, P.C.
 500 Capitol Mall, Suite 2000
 Sacramento, California 95814
 Telephone: 916.830.7200
 Fax No.: 916.561.0828

Attorneys for Defendants
 AVANTI INSTALL CALIFORNIA, LLC and
 AVANTI WINDOWS & DOORS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CHARLES BAINBRIDGE, individually, and
 on behalf of other members of the general public
 similarly situated,

Plaintiff,

vs.

AVANTI INSTALL CALIFORNIA, LLC, an
 Iowa limited liability company; AVANTI
 WINDOWS & DOORS, LLC, an Iowa limited
 liability company; and DOES 1 through 10,
 inclusive,

Defendants.

Case No. 34-2022-00331897-CU-OE-GDS

**JOINT STIPULATION FOR CLASS
 ACTION AND PAGA SETTLEMENT AND
 RELEASE**

ASSIGNED FOR ALL PURPOSES TO HON.
 JILL TALLEY, DEPT. 23

Trial Date: None Set
 Complaint Filed: December 23, 2022

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiff Charles Bainbridge (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants Avanti Install California, LLC, and Avanti Windows & Doors, LLC (collectively, “Defendants”) (together with Plaintiff, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Bainbridge v. Avanti Install California, LLC, et al.*, Sacramento County Superior Court case number 34-2022-00331897-CU-OE-GDS.
2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all Court approved costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices to governmental agencies required as part of the Settlement or Court Order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Fund. Class Counsel will request costs not in excess of Twenty Thousand Dollars (\$20,000), to be deducted from the Gross Fund.
3. “Class Counsel” means Capstone Law APC.
4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address; Social Security number; dates of employment in class positions; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period in non-exempt positions; and any other relevant information needed to calculate settlement payments.
5. “Class Member(s)” or “Settlement Class” means all non-exempt hourly California

employees who were employed by Defendants during the Class Period.

6. “Class Period” means the period from December 27, 2018 through the earlier of the date of Preliminary Approval of the Settlement Agreement or 90-days after the full execution of this Agreement.

7. “Class/PAGA Representative Enhancement Payment” means the amount to be paid to Plaintiff in the Action in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general releases of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class/PAGA Representative Enhancement Payment of Ten Thousand Dollars (\$10,000).

8. “Court” means the California Superior Court for the County of Sacramento.

9. “Defendants” mean Avanti Install California, LLC, and Avanti Windows & Doors, LLC.

10. “Effective Date” means the latter of: (a) the last date after the final judgment by which a notice of appeal of the order granting final approval or the final judgment may be timely filed, and none is filed; or (b) if a notice of appeal from the order granting final approval or the final judgment is filed, the date on which the Court’s order granting final approval or final judgment is finally affirmed or upheld without any further right of appeal by any party or third party and following the expiration of any such period for such further appeal that may be available.

11. “First Amended Complaint” means the Plaintiff’s First Amended Complaint currently on file with the Court in this Action.

12. “Gross Fund” means the agreed amount of Three Hundred Forty Thousand Dollars (\$340,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members and PAGA Members, Attorneys’ Fees and Costs to Class Counsel, the Class/PAGA Representative Enhancement Payment to Plaintiff, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs to the Settlement Administrator. This Gross Fund has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual claims in the Action. In no event will Defendants be liable for more than

1 the Gross Fund. There will be no reversion of the Gross Fund to Defendants. Defendants will be
2 separately responsible for any employer payroll taxes required by law, which shall not be paid from the
3 Gross Fund.

4 13. "Individual Settlement Payment" means each Participating Class Member's respective
5 share of the Net Settlement Fund.

6 14. "Net Settlement Fund" means the portion of the Gross Fund remaining after deducting
7 the Attorneys' Fees and Costs, the Class/PAGA Representative Enhancement Payment, the PAGA
8 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed
9 to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

10 15. "Notice of Objection" means a Class Member's valid and timely written objection to the
11 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
12 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
13 accompanied by any legal support for such objection; and (c) copies of any papers, briefs, or other
14 documents upon which the objection is based, if any documents are a basis of the objection.

15 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
16 attached as **Exhibit A**.

17 17. "PAGA Members" means all non-exempt hourly California employees who were
18 employed by Defendants during the PAGA Period.

19 18. "PAGA Period" means the period from January 23, 2022 through the earlier of the date
20 of Preliminary Approval of the Settlement Agreement or 90-days after the full execution of this
21 Agreement.

22 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
23 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
24 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
25 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Forty Thousand Dollars (\$40,000)
26 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-
27 Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be
28 paid to the California Labor and Workforce Development Agency ("Labor and Workforce Development

Agency Payment”), and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

20. “Parties” means Plaintiff and Defendants collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiff” means Charles Bainbridge.

23. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the facts and matters that were alleged in the First Amended Complaint and Plaintiff’s LWDA letter, or that could reasonably have been alleged based on the facts and matters alleged in the First Amended Complaint or Plaintiff’s LWDA letter, which includes claims for minimum wages, overtime, rest breaks, meal breaks, inaccurate wage statements, failure to maintain payroll records, failure to timely pay wages during employment and at termination, waiting time penalties, failure to reimburse necessary business expenses, and unfair business practices, and includes claims under Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 1182.12 et seq., 1174, 1194, 1197, 1197.1, 1198, 2802, and the corresponding provisions of the CA wage orders, and Bus. & Prof. Code sections 17200 et seq., arising during the Class Period.

25. “Released PAGA Claims” means all claims for civil penalties under California Labor Code §§ 2698, et seq., reasonably arising from, or reasonably related to, the same facts and matters alleged in the First Amended Complaint and Plaintiff’s LWDA letter, during the PAGA Period.

26. “Released Parties” means Defendants and each of their respective former and present parents (including Pella Corporation), subsidiaries, divisions, and affiliated corporations and entities and each of their respective former and present officers, directors, employees, partners, shareholders, principals, agents, attorneys, insurers, and any other assigns or legal representatives.

27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the

1 name, address, telephone number and last four digits of the Social Security Number of the Class
2 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
3 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
4 and (e) be faxed or postmarked on or before the Response Deadline.

5 28. "Response Deadline" means the deadline by which Class Members must postmark or
6 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
7 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
8 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
9 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
10 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
11 the U.S. Postal Service is open.

12 29. "Settlement Administration Costs" means the costs payable from the Gross Fund to the
13 Settlement Administrator for administering this Settlement, including, but not limited to, printing,
14 distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Fund, and
15 providing necessary reports and declarations, as requested by the Parties. The Settlement Administration
16 Costs will be paid from the Gross Fund, including, if necessary, any such costs in excess of the amount
17 represented by the Settlement Administrator as being the maximum costs necessary to administer the
18 Settlement.

19 30. "Settlement Administrator" means CPT Group, Inc. or any other third-party class action
20 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
21 administering this Settlement. The Parties each represent that they do not have any financial interest in
22 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
23 could create a conflict of interest.

24 31. "Workweeks" means a week that each Class Member actually worked for Defendants
25 during the Class Period, subtracting workweeks on leave of absence (if any). All Class Members will be
26 credited with at least one Workweek during the Class Period, and all PAGA Members will be credited
27 with at least one Workweek during the PAGA Period.
28

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

32. Funding of the Gross Fund. Defendant will wire transfer in the amount of the Gross Fund of Three Hundred Forty Thousand Dollars (\$340,000) to the Settlement Administrator, which will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Fund will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class/PAGA Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendants will wire the amount of the Gross Fund within fourteen (14) calendar days of the Effective Date ("Funding Date"). Defendants shall submit any additional payroll taxes within fourteen (14) calendar days following calculations from the Settlement Administrator.

33. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$113,333.33) in attorneys' fees plus the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Fund. These amounts satisfy all of the claims for attorney's fees and costs in the Action. A reduction in these amounts by the Court is not grounds to void the Agreement.

34. Class/PAGA Representative Enhancement Payment. In exchange for a general and complete release, and in recognition of his efforts and work in prosecuting the Action on behalf of Class Members, Defendants agrees not to oppose or impede any application or motion for a Class/PAGA Representative Enhancement Payment of Ten Thousand Dollars (\$10,000) for the named Plaintiff. A reduction in this amount by the Court is not grounds to void the Agreement. The Class/PAGA Representative Enhancement Payment will be paid from the Gross Fund and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class/PAGA Representative Enhancement Payment.

35. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Fund, which is currently estimated to be Ten Thousand Dollars (\$10,000). These costs, which will be paid from the Gross Fund, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross Fund, and providing necessary reports and declarations.

36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Forty Thousand Dollars (\$40,000) from the Gross Fund will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

37. No Right to Exclusion or Objections to the PAGA Settlement. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

40. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

40(a) Payments from the Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class

1 Period and the aggregate total number of Workweeks worked by all Class
2 Members during the Class Period. To determine each Class Member's
3 estimated "Individual Settlement Payment" from the Net Settlement Fund,
4 the Settlement Administrator will use the following formula: The Net
5 Settlement Fund will be divided by the aggregate total number of
6 Workweeks during the Class Period, resulting in the "Workweek Value."
7 Each Class Member's "Individual Settlement Payment" will be calculated
8 by multiplying each individual Class Member's total number of Workweeks
9 by the Workweek Value. The Individual Settlement Payment will be
10 reduced by any required deductions for each Participating Class Member as
11 specifically set forth herein, including employee-side tax withholdings or
12 deductions. The entire Net Settlement Fund will be disbursed to all Class
13 Members who do not submit timely and valid Requests for Exclusion. If
14 there are any valid and timely Requests for Exclusion, the Settlement
15 Administrator shall proportionately increase the Individual Settlement
16 Payment for each Participating Class Member according to the number of
17 Workweeks worked, so that the amount actually distributed to the
18 Settlement Class equals 100% of the Net Settlement Fund.

19 40(b) Payments from the PAGA Fund. Defendants will calculate the total number
20 of Workweeks worked by each PAGA Member during the PAGA Period
21 and the aggregate total number of Workweeks worked by all PAGA
22 Members during the PAGA Period. To determine each PAGA Member's
23 estimated "Individual Settlement Payment," the Settlement Administrator
24 will use the following formula: The PAGA Fund will be divided by the
25 aggregate total number of Workweeks during the PAGA Period, resulting in
26 the "PAGA Workweek Value." Each PAGA Member's "Individual
27 Settlement Payment" will be calculated by multiplying each individual
28 PAGA Member's total number of Workweeks by the PAGA Workweek

Value. The entire PAGA Fund will be disbursed to all PAGA Members.

41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

42. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

43. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

44. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List as updated by the process in Paragraph 44, below.

45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have until the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

1 46. Notice Packets. All Class Members will be mailed a Class Notice. Each Class Notice
2 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
3 principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of
4 Workweeks each respective Class Member and PAGA Member worked for Defendants during the Class
5 Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual
6 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
7 comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion
8 or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for
9 Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

10 47. Disputed Information on Notice Packets. Class Members will have an opportunity to
11 dispute the Workweek information provided in their Notice Packets. To the extent Class Members
12 dispute their employment dates or the number of Workweeks on record, Class Members may produce
13 evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement
14 Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement
15 Administrator will evaluate the evidence submitted by the Class Member and will make the final
16 decision as to the merits of the dispute. All disputes will be decided within seven (7) calendar days of the
17 Response Deadline.

18 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
19 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
20 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
21 receiving the defective submission to advise the Class Member that his or her submission is defective
22 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
23 until the later of (a) Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
24 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
25 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

26 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the non-
27 PAGA portion of the Settlement Agreement must sign and fax or postmark a written Request for
28 Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for

1 Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means
2 to determine whether a Request for Exclusion has been timely submitted.

3 50. Class Size. The Gross Fund was calculated based on the understanding that as of
4 October 18, 2023, there were approximately 133 employees of Defendants with approximately 6,300
5 Workweeks at the time of mediation.

6 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
7 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
8 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
9 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
10 Settlement.

11 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such
12 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
13 together and individually, on their behalf and on behalf of their respective heirs, executors,
14 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
15 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

16 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
17 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
18 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
19 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
20 Released PAGA Claims during the PAGA Period.

21 54. Objection Procedures. To object to the Settlement Agreement, a Class Member may
22 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
23 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
24 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
25 deemed to have waived all objections to the Settlement and will be foreclosed from making any
26 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
27 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
28 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class

Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

55. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

56. Distribution Timing of Settlement Payments. Within fourteen (14) calendar days after the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

57. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code of Civil Procedure section 384 to the Justice Gap Fund ("JGF") maintained by The State Bar of California. The Parties do not have a connection to or a relationship with JGF that could reasonably create the appearance of impropriety as between the selection of JGF as the recipient of the unclaimed residuals and the interests of the class.

58. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for preparation of the declaration, and the Settlement Administrator's failure to comply with this requirement will not affect the settlement's validity.

59. Treatment of Individual Settlement Payments. All Individual Settlement Payments will

1 be allocated as follows: (a) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
2 allocated as wages for which IRS Forms W-2 will be issued; and (b) Seventy-Five Percent (75%) will be
3 allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA
4 Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be
5 issued.

6 60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
8 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
9 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
10 and penalties to the appropriate government authorities.

11 61. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
12 of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members
13 are not relying on any statement, representation, or calculation by Defendants or by the Settlement
14 Administrator in this regard.

15 62. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the
16 “acknowledging party” and each party to this agreement other than the acknowledging party, an “other
17 party”) acknowledges and agrees that (1) no provision of this agreement, and no written communication
18 or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be,
19 nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice
20 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended);
21 (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
22 counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this
23 agreement based upon the recommendation of any other party or any attorney or advisor to any other
24 party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to
25 any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no
26 attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any
27 such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon
28 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including

1 any transaction contemplated by this agreement.

2 63. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action or right herein released and discharged.

6 64. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
7 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
8 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
9 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
10 likewise be treated as void from the beginning. Furthermore, in the event that 5% or more of the Class
11 Members opt-out of the Settlement, or Class Members who represent more than 5% of the aggregate
12 Workweeks opt-out of the Settlement, then Defendants shall have in their sole discretion the option to
13 nullify the Settlement Agreement which shall thereafter be null and void. If Defendants exercise this
14 right, they shall be responsible for all Settlement Administration Costs incurred to the date of avoidance.
15 The amount of the Gross Fund is deemed a material term and Defendants may revoke the agreement if
16 the Court insists on a change that increases the obligation of Defendants to pay an amount in excess of
17 the Gross Fund.

18 65. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
19 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
20 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
21 approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval/Settlement
22 Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
23 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
24 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
25 proposed Notice Packet, which will include both the proposed Notice of Class Action Settlement
26 document, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary
27 to obtain preliminary approval, but Defendants' counsel will have the right to review the drafts prior to
28 filing.

1 66. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
2 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
3 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
4 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys'
5 Fees and Costs; (ii) the Class/PAGA Representative Enhancement Payments; (iii) Individual Settlement
6 Payments; (iv) the Labor and Workforce Development Agency Payment; and (v) all Settlement
7 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than
8 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
9 documents necessary to obtain final approval, but Defendants' counsel will have the right to review
10 drafts of the motion and proposed order and judgment. Class Counsel will also be responsible for
11 drafting the attorneys' fees and costs application to be heard at the final approval hearing.

12 67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
13 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
14 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
15 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
16 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court
17 rules or as set forth in this Settlement Agreement.

18 68. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released by
19 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
20 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
21 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
22 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
23 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
24 any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code
25 or similar provisions of applicable law which are as follows: A general release does not extend to claims
26 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of
27 executing the release, and that, if known by him or her would have materially affected his or her
28 settlement with the debtor or released party.

69. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, and no Party is relying on any representation not contained in this agreement.

71. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

74. California Law Governs. All substantive terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California, except to the extent Federal Law applies.

75. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

1 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations with the assistance of an experienced wage/hour mediator and
4 in the context of adversarial litigation, taking into account all relevant factors, present and potential. The
5 Parties further acknowledge that they are each represented by competent counsel and that they have had
6 an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

7 77. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
10 as valid and enforceable.

11 78. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
12 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
13 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
14 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

15 79. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
16 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
17 approved, the stipulation to certification will be void. The Parties further agree that certification for
18 purposes of the Settlement is not an admission that class action certification is proper under the standards
19 applied to contested certification motions and that this Settlement Agreement will not be admissible in
20 this or any other proceeding as evidence that either (a) a class action should be certified, or (b)
21 Defendants are liable to Plaintiff or any Class Member or any other person or entity, other than according
22 to the Settlement's terms.

23 80. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
24 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
25 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
26 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
27 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
28 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with

1 respect to their employees or anyone else. Neither this Settlement Agreement, nor any of its terms or
2 provisions, nor any of the negotiations connected with it, will be construed as an admission or concession
3 by Defendants of any such violations or failures to comply with any applicable law. Except as necessary
4 in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and
5 provisions will not be offered or received as evidence in any action or proceeding to establish any
6 liability or admission on the part of Defendants or to establish the existence of any condition constituting
7 a violation of, or a non-compliance with, federal, state, local or other applicable law.

8 81. No Public Comment: Neither the Parties nor their counsel Parties shall make or issue
9 any public statements to the press or any other third party, nor post any information on websites or other
10 public forums, concerning this Action in any way.

11 82. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
13 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
14 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class
15 Members.

16 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
17 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

19 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
23 expert witness fees incurred in connection with any enforcement actions.

24 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
26 more strictly against one party than another merely by virtue of the fact that it may have been prepared
27 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
28 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

86. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

87. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

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

Dated: 2/14/2024

DocuSigned by:

BAF5A08FC2594E9...

Charles Bainbridge
Plaintiff/Class Representative

Dated: 3/14/2024



By: Dini Semini, Asst. Treasurer

Avanti Install California, LLC

Dated: 3/14/2024



By: Dini Semini, Asst. Treasurer

Avanti Windows & Doors, LLC

APPROVED AS TO FORM

CAPSTONE LAW APC

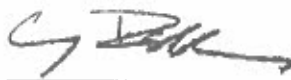
Dated: 02/13/2024

By: 

Robert Drexler
Molly DeSario
Jonathan Lee
Attorneys for Plaintiffs

LITTLER MENDELSON, P.C.

Dated: March 18, 2024

By: 

Adam Fiss
Gregory Iskander
Nathaniel Jenkins
Attorneys for Defendants

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Charles Bainbridge v. Avanti Install California, LLC, and Avanti Windows & Doors, LLC, et al.
Case No. 34-2022-0331897

NOTICE OF CLASS ACTION SETTLEMENT

If you are or were employed by Avanti Install California, LLC or Avanti Windows & Doors, LLC in California in a non-exempt (hourly) position at any time between December 27, 2018 and June 16, 2024, you are eligible to receive compensation from a class action settlement.

- A former non-exempt employee has filed a wage and hour class action against Avanti Install California, LLC and Avanti Windows & Doors, LLC. (collectively, “Avanti” or “Defendant”) on behalf of himself and all other similarly situated exempt and non-exempt individuals.
- Avanti denies all of the allegations, but the parties have reached a settlement that the Court has preliminarily approved on the ground that the settlement is fair, reasonable, adequate, and in the best interests of the class members.

*A court authorized this notice. This is not an advertisement.
This is not a lawsuit against you. You are not being sued.
But, your rights will be affected by this settlement.*

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND GET AUTOMATIC PAYMENT	If you received this Notice of Class Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself. You do <u>not</u> need to submit a claim form to receive this payment.
EXCLUDE YOURSELF	You have the option to pursue separate legal action against Avanti for any of the claims in this lawsuit, except for the claims under the Labor Code Private Attorneys General Act (“PAGA”). You will have to hire your own attorney or represent yourself. If you would like to use this option, you <u>must</u> send the Settlement Administrator a written request to exclude yourself from the Settlement (“opt out”). <u>If you opt out, you will not receive an Individual Settlement Payment.</u> The deadline to submit a request to opt out is [REDACTED], 2024. By law, you cannot opt out of the PAGA portion of the settlement. If you worked for Avanti between January 23, 2022 and June 16, 2024, you will receive a check for your share of the PAGA portion of the settlement, even if you submit a request to opt out.
OBJECT	If you so choose, you may object to this settlement. The deadline to file objections with the Court is [REDACTED], 2024.

- Your options are explained in this notice. To receive your share of the settlement, you do not need to submit a claim form. If you do not want to participate in this class action settlement, you must submit a Request for Exclusion by [REDACTED], 2024.
- Any questions? Read the entire notice and if you still have questions, please call (xxx) xxx-xxxx.

PLEASE READ THIS NOTICE CAREFULLY.

Your rights will be affected by this settlement.

1. Why did I get this notice?	Page 2
2. Why should I read this notice?.....	Page 2
3. What is this case about?	Page 3
4. Who are the parties in this case?.....	Page 3
5. Why did Avanti join in the settlement?	Page 3
6. How much is the settlement?	Page 3
7. How much will I receive from the settlement?	Page 4
8. What are my options in this matter?	Page 4
9. What rights will I give up if I participate in this settlement?.....	Page 5
10. Is there a trial date set for this class action?.....	Page 5
11. Who are the attorneys representing the parties?	Page 5
12. How will the attorneys, class representatives and settlement administrator be paid?	Page 6
13. What if I need additional information?.....	Page 6

1. Why did I get this notice?

You received this notice because Avanti’s business records indicate that you worked, or continue to work for Avanti in California at some point between December 27, 2018 and June 16, 2024 as a non-exempt employee. All current and former employees of Avanti who fall within these categories are known as Class Members.

2. Why should I read this notice?

This notice is to let you know that the parties in a putative class action filed against Avanti has reached a tentative settlement. The case is called *Charles Bainbridge v. Avanti Install California, LLC, Avanti Windows & Doors, LLC, et al.*, California Superior Court, Sacramento County Case No. 34-2022-0331897 (the “Bainbridge action”). Under California and federal law, a class action settlement must be reviewed by a judge via a two-step process: preliminary approval and final approval. On [REDACTED], 2024, the Honorable _____ of the California Superior Court for the County of Sacramento preliminarily approved the terms of this proposed settlement and ordered this notice to be mailed to all class members. The Court will hold a Final Fairness Hearing concerning the proposed settlement on [REDACTED], 2024 at [REDACTED].m. This notice tells you about your

rights to share in the settlement or to potentially exclude yourself (otherwise known as “opting out”) from the settlement.

3. What is this case about?

Plaintiff claims that Avanti violated California wage and hour laws and unfair competition laws by: failing to provide compliant meal breaks, rest breaks or pay premium wages in lieu thereof; failing to pay all wages due timely upon termination; failing to reimburse business expenses; failing to provide accurate, itemized wage statements; and failing to properly pay for overtime hours worked. Based on these alleged violations, Plaintiff also seeks to recover civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”).

Avanti denies all of these allegations and asserts that it has fully complied with all of its legal obligations under California and federal law.

4. Who are the parties in this case?

Charles Bainbridge is the Plaintiff/Class Representative. Avanti Install California, LLC and Avanti Windows & Doors, LLC are the Defendants.

5. Why did Avanti join in the settlement?

Avanti joined in the settlement only as a compromise because it wished to finally, fully and completely resolve the dispute in the best interests of the Class. By agreeing to the terms of the settlement, Avanti does not admit any of the allegations in the case, that it has done anything wrong or that any Class Member has suffered any damage. As such, Avanti is not giving up their right to defend itself against any of the allegations involved in the lawsuit if this settlement fails for any reason.

6. How much is the settlement?

The Total Settlement Amount is \$340,000, which will cover Individual Settlement Payments to all Class Members who do not opt out; settlement administration costs estimated at **\$10,000**; a class representative service payment of up to \$10,000; Class Counsel’s attorneys’ fees up to \$113,333 and costs up to \$20,000, and a PAGA Fund of \$40,000. Avanti will pay its share of applicable employer-side payroll taxes on the wage portion of the settlement payments separately and in addition to the Total Settlement Amount.

Individual Settlement Payments

Individual Settlement Payments will be paid to all participating Class Members from the Net Settlement Amount (the amount remaining after deductions from the Total Settlement Amount for settlement administration fees, the class representative service payment, the PAGA Fund, and class counsel’s attorneys fees and costs).

The amount that you will receive will be based on the total number of weeks you worked for Avanti between December 27, 2018 and June 16, 2024 (the “Class Period”), as shown by Avanti’s records. The Net Settlement Amount (the amount remaining after deductions from the Total Settlement Amount for settlement administration fees, the class representative service payment, the PAGA Fund, and Class Counsel’s attorneys’ fees and costs) will be divided by the total number of weeks worked by all participating Class Members (*i.e.*, all individuals who do not opt out) during the Class Period to determine a multiplier. Each participating Class Member’s payment will equal the number of weeks worked by that participating Class Member during the Class Period, times the multiplier.

YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT.

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN A REQUEST FOR EXCLUSION TO THE SETTLEMENT ADMINISTRATOR POSTMARKED NO LATER THAN [REDACTED], 2024.

Individual PAGA Payment

Out of the Total Settlement Amount, Avanti will pay an estimated \$40,000 as the PAGA Fund. 75% of this amount, or \$30,000, will be distributed to the LWDA as payment for civil penalties as required by law. The other 25%, or \$10,000, will be distributed to PAGA Employees on a pro rata basis based on the number of weeks they worked between January 23, 2022 and June 16, 2024.

The term “PAGA Employees” means all California-based employees of Avanti employed from January 23, 2022 through June 16, 2024, in the following positions as identified in Avanti’s records: all non-exempt (hourly) employees.

PAGA Employees do not have the opportunity to exclude themselves from the Individual PAGA Payment portion of the Settlement. If the Court approves the Settlement and you fall within the definition of PAGA Employees set forth above, you will receive an Individual PAGA Payment. Individual PAGA Payments will be treated as miscellaneous income which shall be reported on an IRS 1099 without withholdings.

7. How much will I receive from the settlement?

Avanti’s business records indicate that you worked [REDACTED] weeks during the period from December 27, 2018 to June 16, 2024. If you do not opt out of this Settlement, you will automatically be mailed a check for your pro rata share of the settlement payment, which will be based on your total weeks stated in this Notice. The amount you will receive is estimated to be \$[REDACTED].

If you disagree with your work weeks stated in the prior paragraph, please contact the settlement administrator and provide the total number of weeks that you believe you worked as a nonexempt, hourly-paid employee for Avanti between December 27, 2018 to June 16, 2024. You will need to submit supporting documentation for your claimed weeks by sending them to the Settlement Administrator at: **CPT GROUP, Inc., [REDACTED]**. If you disagree with your stated weeks, you must let the Settlement Administrator know and submit your supporting documentation by [REDACTED], 2024.

If you disagree with your stated weeks, the settlement administrator will review your claim and all supporting documentation that you provide and then will notify you of the final determination via written correspondence within 14 calendar days of their receipt of your supporting documentation.

8. What are my options in this matter?

Option 1: Participate in the Settlement and Receive Compensation. If you wish to participate in the settlement and receive compensation, you do not need to submit a claim form. You will be mailed a payment automatically if the settlement becomes final, unless you opted out.

Option 2: Opt Out of the Settlement. If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written Request for Exclusion to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you request exclusion, you will receive no money from the settlement, except for the amount allocated to the PAGA payment. The judgment will bind all Class Members who do not timely and properly request exclusion.

Option 3: Object to the Settlement: You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting documents must (1) clearly identify the case name and number (*Charles Bainbridge v. Avanti Install California, LLC, Avanti Windows & Doors, LLC, et al.*, California Superior Court, Sacramento County Case No. 34-2022-0331897); and (2) be submitted to the Court by mailing it to the Court Clerk, Sacramento County Superior Court, 720 Ninth Street, Sacramento, CA 95814, or by filing it in person at any location of the Sacramento County Superior Court; (3) the objection must also be returned by mail or fax to the Claims Administrator at the specified address or facsimile number (See Section 7). The last day to file an objection is _____, 2024. **If you object to the settlement, you will still receive your pro rata share of the Net Settlement Amount if the Court approves the settlement.**

Appearing at the Final Approval Hearing: The Final Approval Hearing is scheduled for _____, 2024 at ____:00 ____m. If you would like to appear at the Final Approval Hearing, you may do so by XXXXXXXX. The Final Approval Hearing may be continued to a later date and time without further notice to the Class, but you may confirm the hearing date and time by consulting the Court's website (<https://pacer.uscourts.gov/>) or the Settlement website [insert address].

9. What rights will I give up if I participate in this settlement?

Everyone who participates in the settlement will fully and finally release and discharge the Released Parties from all liability for the Released Claims.

The "Released Parties" means Avanti Install California, LLC, and Avanti Windows & Doors, LLC, and each of their respective former and present parents (including Pella Corporation), subsidiaries, divisions, and affiliated corporations and entities and each of their respective former and present officers, directors, employees, partners, shareholders, principals, agents, attorneys, insurers, and any other assigns or legal representatives.

Claims Released by Class Members

If you are a Class Member (as defined in Section 1 on page 2) and do not opt out of the settlement, you will release all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the facts and matters that were alleged in the First Amended Complaint and Plaintiff's LWDA letter, or that could reasonably have been alleged based on the facts and matters alleged in the First Amended Complaint or Plaintiff's LWDA letter, which includes claims for minimum wages, overtime, rest breaks, meal breaks, inaccurate wage

statements, failure to maintain payroll records, failure to timely pay wages during employment and at termination, waiting time penalties, failure to reimburse necessary business expenses, and unfair business practices, and includes claims under Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 1182.12 et seq., 1174, 1194, 1197, 1197.1, 1198, 2802, and the corresponding provisions of the CA wage orders, and Bus. & Prof. Code sections 17200 et seq. (“the Release Class Claims”). The release of the Released Class Claims shall be effective from December 27, 2018 to June 16, 2024.

Claims Released by PAGA Employees

If you are a PAGA Employee (as defined in Section 6 on page 4), you will release all claims for civil penalties under California Labor Code §§ 2698, et seq., reasonably arising from, or reasonably related to, the same facts and matters alleged in the First Amended Complaint and Plaintiff’s LWDA letter (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective from January 23, 2022 to June 16, 2024.

10. Is there a trial date set for this class action?

Currently, there is no trial date. If the settlement is not approved by the Court, the parties may proceed to trial.

11. Who are the attorneys representing the parties?

Attorneys for Plaintiff/Class Representative Charles Bainbridge Robert Drexler (SBN 119119) Jonathan Lee (SBN 267146) Capstone Law APC 1875 Century Park East, Suite 1000 Los Angeles, California 90067 Telephone: 1 (888) 402-8268 Email: info@AvantiLawsuit.com	Attorneys for Defendants Avanti Install California, LLC and Avanti Windows & Doors, LLC. Adam J. Fiss, Bar No. 211799 afiss@littler.com Gregory G. Iskander, Bar No. 200215 giskander@littler.com Nathaniel H. Jenkins, Bar No. 312067 njenkins@littler.com LITTLER MENDELSON P.C. 500 Capitol Mall, Suite 2000 Sacramento, California 95814 Telephone: 916.830.7200 Facsimile: 916.561.0828
--	---

12. How will the attorneys, class representatives and settlement administrator be paid?

Class Counsel will apply for a fee of 1/3 (one-third) of the Total Settlement Amount (\$113,333), and reimbursement of actual litigation costs of up to \$20,000. Class Counsel will further apply for a class representative service payment of \$10,000 to Plaintiff Charles Bainbridge to recognize his services to the class action and for a general release of all claims arising out of his employment with Avant. Additionally, the Court-appointed Settlement Administrator’s costs (estimated to be \$10,000) associated with mailing and processing Class Members’ claims will be deducted from the settlement fund. Defendant will bear its own attorneys’ fees and costs outside of this settlement.

13. What if I need additional information?

For a more detailed statement of the matters involved in the Action and the Class Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. The Settlement Agreement and other settlement documents are available at no charge on the Settlement website [insert address]. The full case file may be inspected at the Office of the Court Clerk, Sacramento County Superior Court, 720 Ninth Street, Sacramento,

CA 95814, during the Court's normal business hours. You may also inspect the case file online using the Court's website at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>

All inquiries by Class Members about this settlement should be directed to:

ADMINISTRATOR
CPT GROUP
Contact Information

Refer to the Charles Bainbridge v. Avanti Install California, LLC Class Action Settlement.

PLEASE DO NOT CALL THE COURT.