EXHIBIT A

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Attorneys for Defendant
HILTY'S ELECTRIC-CALIFORNIA, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

XIMENA GARCIA, on behalf of herself and others similarly situated, Plaintiff, vs. HILTY'S ELECTRIC-CALIFORNIA, INC.; and DOES 1 through 100, inclusive, Defendants. `	Case No. 30-2023-01324391-CU-OE-CXC Assigned for All Purposes to: Hon. Layne H. Melzer Dept. CX102 **AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT** Action Filed: May 10, 2023 Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

It is stipulated and agreed by and between Plaintiff Ximena Garcia ("Plaintiff") and Defendant Hilty's Electric-California, Inc. ("Defendant") (collectively, Plaintiff and Defendant are referred to as the "Parties"), subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class Action and PAGA Settlement ("Settlement").

This Settlement is made by and between the Parties following a full day mediation session on July 2, 2024 with Gig Kyriacou and a subsequent mediator's proposal.

The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of One Million and Ten Thousand Dollars and Zero Cents ($1,010,000), as provided in Section III(D)(7)(a) below ("Gross Settlement Amount") pursuant to the terms and conditions of this Settlement and for the consideration set forth herein, including but not limited to, a release of all claims by Plaintiff and the Class Members as set forth herein.

This amended agreement is entered into in accordance with the Court's July 3, 2025 Tentative Ruling regarding Plaintiff's Motion for Preliminary Approval.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Settlement shall have the meanings ascribed to them as set forth below:

A. "Action" means the action filed on May 10, 2023, in the Orange Superior Court, titled *Garcia v. Hilty's Electric-California, Inc.*, Case No. 30-2023-01324391-CU-OE-CXC.

B. "Aggrieved Employees" means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the PAGA Period (defined below).

C. "Class" means all persons currently or formerly employed as non-exempt employees in California by Defendant at any time during the Class Period (defined below) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement.

D. "Class Counsel" means the attorneys for the Class and the Class Members, as follows:

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E. "Class Member(s)" means all members of the Class.

F. "Class Notice" means the Notice of Proposed Class Action Settlement in a form substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

G. "Class Period" means May 10, 2019 through July 31, 2025 .

H. "Court" means the Superior Court of California, County of Orange, where the Action is pending.

I. "Effective Date" means the later of the following: (1) if no objections are filed to the Settlement, then the sixtieth (60^{th}) day after the date the Final Approval Order is signed; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, then the sixtieth (60^{th}) day after the date the Final Approval Order is signed; or (3) if an appeal is taken from the Court's overruling of objections to the Settlement, ten (10) business days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

J. "Defendant" means Hilty's Electric-California, Inc.

K. "Defense Counsel" means counsel for Defendant, who are:

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L. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

M. "Enhancement Award" means an amount of up to Ten Thousand Dollars ($10,000) for Plaintiff Ximena Garcia, subject to Court approval.

N. "Final Approval Order" means the final formal court order signed by the Court and entering a judgment approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties as approved by the Court following the Final Approval Hearing in accordance with the terms herein.

O. "Gross Settlement Amount" means One Million and Ten Thousand Dollars and Zero Cents ($1,010,000), unless increased on a pro rata basis pursuant to Section III(D)(5) to be paid by Defendant, at its discretion based on the pro rata factors, and pursuant to the terms of this Settlement to settle this Action. All claims of the Settlement Class, including all wages, damages, interest, penalties, and all administration costs, attorney's fees and costs, Enhancement Award, and LWDA Payment (defined below) pursuant to Section III(D)(7) below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement amount shall revert to Defendant.

P. "Individual Settlement Payment" means the amount of money from the Net Settlement Amount that shall be paid to each Participating Class Member, less the employee's portion of required federal and state taxes, contributions and withholdings with respect to the wage portion of the Individual Settlement Payment. Individual Settlement Payments will be each Participating Class Member's proportional share of the Net Settlement Amount (which shall be determined by the calculations provided in this Settlement).

Q. "Judgment" refers to the judgment entered by the Court in conjunction with the Final Approval Order.

R. "LWDA Payment" means $80,000 of the GSA which is dedicated to settlement of the PAGA claims; $60,000 of which shall be paid to the Labor and Workforce Development Agency

("LWDA") pursuant to Section III(D)(7)(e) of this Settlement, subject to Court approval, and $20,000 of which shall be part of the NSA to be distributed to Aggrieved Employees.

S. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved settlement administration costs, attorney's fees and costs, Enhancement Award, and LWDA Payment, pursuant to Section III(D)(7) below.

T. "Non-Participating Class Member(s)" means those Class Members who submit to the Settlement Administrator a valid and timely Exclusion Form to be excluded from the Class pursuant to Section III(D)(2) below.

U. "Objection" means a signed written objection to the Settlement by a Class Member, that is timely mailed to the Settlement Administrator, setting forth the grounds for the objection, along with any supporting documents, the Class Member's address, telephone number, reference to the Action, and whether they intend to appear at the Final Approval Hearing.

V. "PAGA Period" means February 27, 2022 through July 31, 2025.

W. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself/herself/themself from the Settlement and will therefore receive his/her/their share of the Settlement proceeds automatically without the need to return a claim form. Each Participating Class Member will be paid his/her/their Individual Settlement Payment.

X. "Plaintiff" means Ximena Garcia.

Y. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement.

Z. "Qualifying Pay Periods" means any pay period during which an Aggrieved Employee performed work for Defendant during the PAGA Period.

AA. "Qualifying Workweeks" means any week during which a Class Member performed work for Defendant during the Class Period.

BB. "Request for Exclusion" means the Exclusion Form that will be enclosed with the Class Notice that Class Members can use to opt out or exclude themselves from the Settlement. In order for a Request for Exclusion to be valid, the Exclusion Form must be signed and postmarked by the deadline provided for in Sections III(C) and III(D)(2) below, and mailed to the Settlement Administrator at the address specified in the Class Notice.

CC. "Settlement" means this Joint Stipulation of Class Action Settlement, including the attached Exhibit.

DD. "Settlement Administration Costs" means an amount of up to Twenty Thousand Dollars ($20,000), subject to Court approval, for all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property Division, and distribution of checks to Class Counsel for attorneys' fees and costs, to Plaintiff for her Enhancement Award, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

EE. "Settlement Administrator" means CPT Group, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Settlement.

II. CONTINGENT NATURE OF THE AGREEMENT

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis. This Settlement is contingent upon the entry of the Final Approval Order. Should the Court decline to approve all material aspects of the Settlement or make rulings substantially altering the Settlement's material terms, except for the awards of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment or the Enhancement Award, Defendant will have no obligation to make any payment, including any portion of the Gross Settlement Amount. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action, and this Settlement shall not be referred to or used for any purpose whatsoever. Defendant do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their respective positions in the Action as if the Settlement had not been executed. In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Settlement, the fact that Defendant did not oppose the certification of a Class under this Settlement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Settlement shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserve the right to challenge the propriety of class certification in the Action for any purpose if the Effective Date does not occur. Further, Defendant denies all of Plaintiff's claims as to liability and damages as well as Plaintiff's class and PAGA allegations. Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Settlement and shall otherwise use their respective best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

The procedure for obtaining Court approval of and implementing this Settlement shall be as follows:

A. Motion for Conditional Class Certification and Preliminary Approval

Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Settlement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date." Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Agreement and all supporting approval documents required by the LWDA at the same time that Plaintiff submits them to the Court for approval.

B. The Settlement Administrator

The Parties have chosen CPT Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Class Notice, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, administering and making payment of unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property Division, issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Award check to Plaintiff, the LWDA Payment, and calculating and issuing the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Settlement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees administering and making payment of unclaimed and/or uncashed checks to the California State Controller's Office's Unclaimed Property Division, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement ("Settlement

Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

C. Notice to Class Members

No later than twenty (20) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a "Class List" based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment during the Class Period, and any dates where the Class Member was on a leave of absence, on inactive status, or otherwise no work was performed. This information shall be treated as confidential and shall not be disclosed to Plaintiff, Class Counsel or any other person without prior approval from Defendant's Counsel.

Within ten (10) business days of receiving the Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Class Notice, including notice of this settlement and of the opportunity to opt out of the Class or object to the Settlement. Class Members will have forty-five (45) calendar days from the date of mailing in which to postmark Requests for Exclusion or Objections. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) business days of receiving notice that a notice was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion or Objection. Class Members shall not be required to submit claim forms in order to receive their Individual Settlement Payments.

If the Class Notice is returned with a forwarding address, the Settlement Administrator shall re-mail the Class Notice to the forwarding address. With respect to those Class Members whose Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on LexisNexis databases based on set criteria and, if another address is identified, shall mail the Class

Notice to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of this Settlement and delivery of the Individual Settlement Payments to the Settlement Class. If no address can be determined by the Settlement Administrator after these efforts, no further efforts to determine an address shall be required.

If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

In the event a Class Member's Class Notice remains undeliverable sixty (60) calendar days after the Class Notice was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Class Notice and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section III(D)(7)(f) below.

No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and Objections that the Settlement Administrator received.

Compliance with the procedures described in this section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting party of the continuance.

D. Responses to Notice

1. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his, her, or their Qualifying Workweeks during the Class Period as reflected in the Class Notice, the Class Member shall set forth the Qualifying Workweeks he or she claims to have worked during the Class Period and submit to the Settlement Administrator along with any supporting documentation no later than forty-five (45) calendar days after the Class Notice was initially mailed to the Class Members or forty-five (45) calendar days after the date the Settlement Administrator re-mails the Class Notice to the Class Member. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact Class Counsel and Defense Counsel regarding the dispute, who shall work cooperatively in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks and Qualifying Pay Periods based on the information provided to it. Any dispute not otherwise resolved by the Administrator and the Parties shall be resolved by the Court.

2. Requests for Exclusion from the Class

The Plaintiff agrees not to request exclusion from the Class. In order for any Class Member to validly exclude himself/herself/themself from the Class and this Settlement (*i.e.,* to validly opt out), the Exclusion Form must be completed and signed by the Class Member or his/her/their authorized representative, and must be mailed to the Settlement Administrator, postmarked by no later than forty-five (45) calendar days after the date the Settlement Administrator initially mails the Class Notice to the Class Members, or forty-five (45) calendar days after the date the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later. The Class Notice shall contain instructions that the Exclusion Form must be mailed, the date by which it must be mailed, and state the name and address of the Settlement Administrator. The date of the initial mailing of the Class Notice, and the date the signed Exclusion Form was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Court shall have final discretion on the validity of all Requests for Exclusion. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment arising from the Class claims, will not be bound by the terms and conditions of this Settlement as to the Class claims, and will not have any right to object, appeal, or comment thereon. However, the proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of the PAGA claim alleged in the Action. Thus, if the Court approves the Settlement, then even if a Class Member requests exclusion from the Settlement, the Class Member will still receive an individual settlement share for the PAGA claims pursuant to the terms in Section III(D)(7)(e) below, and will be deemed to have released the PAGA claims. A Request for Exclusion will preserve the Class Member's right to individually pursue only the remaining Class claims.

Any Class Member who fails to timely submit a Request for Exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Approval Order, and by the other rulings in the Action.

3. Objections to Settlement

The Plaintiff agrees not to object to the Settlement. For any Class Member to object to this Settlement, or any term of it, the person making the objection must not submit a Request for Exclusion (*i.e.*, must not opt out). Instead, Class Members who wish to object to this Settlement are requested to complete, sign and send the Objection using the instructions provided in the Class Notice to the Settlement Administrator, postmarked no later than forty-five (45) calendar days after the Class Notice was initially mailed to the Class Members, or forty-five (45) calendar days after the date the Settlement Administrator re-mails the Notice to the Class Member, whichever is later, along with all supporting papers. The date of the initial mailing of the Class Notice, and the date the signed Objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any Objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also object to the Settlement orally at the Final Approval Hearing. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

4. Communication with Class Members

The Parties to this Settlement and Class Counsel and Defense Counsel shall not, directly or indirectly, through any means, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

5. Defendant's Right to Adjust Gross Settlement Amount

When the Parties agreed to settle this matter, Defendant estimated the number of workweeks worked by putative Class Members in the Class Period as 42,900. The Parties agreed that if the number of workweeks worked by putative Class Members in the Class Period increased by more than 10% through July 31, 2025, Defendant will have the option to either (a) cut off the Class Period and the PAGA Period at the 42,900 workweek mark or (b) increase the original Gross Settlement Amount from $965,000 by a pro rata percentage for each additional workweek. Accordingly, Defendant has agreed to increase the Gross Settlement Amount to account for the additional workweeks through July 31, 2025, rendering a new Gross Settlement Amount of $1,010,000.

6. Final Approval Hearing

On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval Hearing shall be held before the Court in order to (1) review this Settlement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

a. Waiver of Right to Appeal

Provided that the Final Approval Order is consistent with the terms and conditions of this Settlement, all Class Members who do not submit timely written objections to the Settlement or orally object at the Final Approval Hearing hereby waive any and all rights to appeal from the Final Approval Order and Judgment, including all rights to any post-Final Approval Order proceeding and appellate proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a motion for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore shall become final and non-appealable at the time it is entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings. A modification by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs shall not constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

b. Vacation, Reversal, or Material Modification of Final Order and Judgment on Appeal or Review

If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there is a material modification to the Settlement (other than a modification by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs) and that court's decision is not completely reversed, and the Final Approval Order is not fully affirmed on review by a higher court, then Plaintiff and Defendant shall each have the right, but not the obligation, to void the Settlement, which the Party must do by giving written notice to the other Party, the final reviewing court, and the Court no later than thirty (30) calendar days after the final reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final and non-appealable. A vacation, reversal, or modification of the Court's award of the Enhancement or Class Counsel's attorneys' fees or costs shall not constitute a vacation, reversal, or material modification of the Final Order and Judgment within the meaning of this paragraph.

7. Settlement Payment Procedures

a. Gross Settlement Amount

In exchange for the releases set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of One Million and Ten Thousand Dollars and Zero Cents ($1,010,000), subject to a pro rata increase under the condition set forth in Section III(D)(5). The Gross Settlement Amount includes all claims of the Settlement Class and all Settlement Administration costs, Class Counsel's attorney's fees and costs, LWDA Payment, and Enhancement Award.

Within seven (7) calendar days after the Effective Date, the Settlement Administrator will provide Defendant with the final total calculation of all funds necessary to make the payments required under this Settlement, including all payments from the Gross Settlement Amount (the Court-awarded

Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, administrative costs, Enhancement Award, and the portion of the PAGA payment due to the LWDA) and all payments to Participating Class Members from the Net Settlement Amount.

No later than fourteen (14) business days after the Effective Date, Defendant shall deposit with the Settlement Administrator the Gross Settlement Amount. All of Defendant's obligations under this Settlement are deemed to be satisfied upon Defendant's timely deposit of the entire Gross Settlement Amount and acknowledgement of receipt of said funds and Defendant shall have no further obligations to the Class including, without limitation, any further obligations to make any other payments of any kind to, or on behalf of, the Class (except for the employer's share of payroll taxes).

The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Enhancement Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Ten (10) business days after Defendant fully funds the Settlement, the Settlement Administrator will pay the Class Members' Individual Settlement Payments, Court-approved attorney's fees and costs, settlement administration costs, Enhancement Award, and LWDA Payment.

b. <u>Payment of Attorneys' Fees and Costs</u>

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Three Hundred, Thirty-Six Thousand and Six Hundred, Sixty-Six Dollars and Sixty-Seven Cents ($336,666.67). Class Counsel shall submit an application for an award of costs not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Approval Hearing. Defendant shall not object to or oppose any such application in these amounts.

Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys' fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including obtaining the Final Approval Order. Defendant shall have no obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this Action or enforcing the Settlement other than as stated herein.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s).

d. Payment of Enhancement Award to Named Plaintiff

Subject to Court approval, Plaintiff shall receive an Enhancement Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00), the request for which Defendant will not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Plaintiff. To the extent that the Court approves less than the amount of Enhancement Award that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Award represents payment to Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law.

Although it is the contemplation of the Parties that the Enhancement Award does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Award constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the

Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Enhancement Award paid under this Settlement. In addition, Plaintiff shall hold Defendant, Released Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing authorities relating to the non-withholding of taxes from the Enhancement Award.

e. Payment to the Labor and Workforce Development Agency and the Class for Settlement of PAGA Claims

In consideration of claims made under the California Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve allocation of Eighty Thousand Dollars and Zero Cents ($80,000.00) of the Gross Settlement Amount to these claims ("PAGA Penalties"). Seventy-five percent (75%) (i.e. Sixty Thousand Dollars and Zero Cents ($60,000.00)) of the PAGA Penalties will be paid to the California Labor and Workforce Development Agency ("LWDA Payment") and twenty-five percent (25%) (i.e. Twenty Thousand Dollars and Zero Cents ($20,000.00)) will be paid on a pro rata basis to all Aggrieved Employees based on the individual Qualifying Pay Periods worked during the PAGA Period by each Aggrieved Employee, regardless of whether or not they opt out of this Settlement ("PAGA Settlement Payment"). Defendant will not oppose this request. The LWDA Payment and PAGA Settlement Payment will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Plaintiff's PAGA claim will not invalidate this Settlement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided among all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member, except for the PAGA portion of the net recovery which will be calculated and distributed to Aggrieved Employees based on their Qualifying Pay Periods as described in section III(D)(7)(e). To calculate the minimum amount, each Class Member will receive based on their individual Qualifying

Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Each Class Member's individual amount will be included in his, her, or their Class Notice. After final approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages and 80% to penalties, interest and expense reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and all other applicable payroll taxes) will be paid by Defendant separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Defendant shall not make as part of this Settlement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to monies paid as a result of this Settlement.

No later than twenty (20) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a list of the Qualifying Workweeks for each Class Member. Based on that information, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Participating Class Member based on the formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages, interest and penalties, and reimbursements based on the formula specified above, (d) the employer share of the payroll taxes applicable to the Net Settlement Amount allocated to wages, and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

No later than ten (10) business days after Defendant fully funds the Settlement, the Settlement Administrator will pay the Class Members' Individual Settlement Payments, Court-approved attorneys' fees and costs, Settlement Administration Costs, Enhancement Award, and LWDA Payment. Defendant shall not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 calendar days from the date their Individual Settlement Payment checks are dated to cash their settlement checks. Any amounts from checks that remain unclaimed and/or uncashed after 180 calendar days of issuance will be disbursed to the California State Controller's Office's Unclaimed Property Division.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis databases or other databases based on set criteria and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will also transfer the amount represented by the check to California State Controller's Office's Unclaimed Property Division.

g. <u>No Credit Toward Benefit Plans</u>

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, 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 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

h. <u>No Effect on Regular Rate or Overtime Compensation</u>

Participating Class Members will receive payment under the Settlement as determined by the

Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposes of calculating a "regular rate" of pay under California or federal law for the period during which it is received, and no additional overtime compensation is required as a result of such payment.

i. Tax Liability

The Parties and Class Counsel and Defense Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder. Plaintiff, Participating Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement Administrator in this regard. Plaintiff, Participating Class Members, Aggrieved Employees, and Plaintiff's Counsel understand and agree that they will be solely responsible for the payment of their own portion of any taxes and penalties assessed on the payments that they receive and shall indemnify Defendant from any tax liability that may arise.

j. No Additional Contribution by Defendant

Other than as set forth above, Defendant shall not be called upon or required to contribute additional monies above the Settlement under any circumstances whatsoever except as specifically set forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except for costs already incurred by the Settlement Administrator, and this action shall resume as though no Settlement had occurred with the Action proceeding in the Orange County Superior Court.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that but for this Settlement a class should not be certified in this Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant.

B. Non-Evidentiary Use

Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that a Class Member has resolved any of his/her claims released through this Settlement.

C. Defendant's Right to Terminate Settlement

Defendant shall have the right at its sole discretion to terminate and void the Settlement if 20% or more of the Class Members timely elect to opt out of the Settlement. If Defendant elects to exercise its right under this paragraph, Defendant shall be liable solely for administrative costs of the third-party Settlement Administrator selected by the Parties incurred up to that point in time and as documented in an itemized invoice by the Settlement Administrator. Defendant agrees that it will not undertake actions to encourage Class Members to opt-out.

D. Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Settlement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the action in its entirety, then: (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the

Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserve the right to oppose certification of the Class.

Invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

E. No Publicity

Plaintiff's Class Counsel, including all attorneys and staff at both CounselOne, PC and Law Offices of Sahag Majarian II shall not publicize the settlement in this Action on their websites or otherwise, including in any print or electronic communication and/or media. Class Counsel may file documents with the Court necessary to effectuate the settlement reached and may respond to inquiries from Class Members and Aggrieved Employees.

V. RELEASES

A. Releases by Class Members

Providing there Final Approval of this Agreement, then as of the Effective Date, Plaintiff and each Participating Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives ("Releasees"), will release Defendant, together with all of its past, present, and future parents, subsidiaries, affiliated and related entities, predecessor or successor entities, and all present and former owners, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, reinsurers, assigns, attorneys, representatives, heirs, executors, administrators, successors and assigns and all payroll processing vendors that Defendant utilized during the Class Period (collectively, the "Released Parties") from any and all Class Released Claims for the Class Period. "Class Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, interest, damages, actions, or causes of action of every nature and description that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the operative complaint filed by Plaintiff, including but not limited to, any and all claims for alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) meal period liability; (4) rest break liability; (5) failure to provide accurate itemized employee wage statements; (6) failure to pay all wages owed timely and upon separation of employment; (7) failure to reimburse for business expenses; (8) violation of Labor Code section 1174(d); (9) violation of Business & Professions Code section 17200, *et seq.*; and any other benefit claimed on account of the allegations asserted in the operative complaint filed by Plaintiff. This release shall apply to all such claims arising at any point during the Class Period. The release shall include a release of all claims under California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, Business & Professions Code section 17200, *et seq.*, Code of Civil Procedure section 1021.5, Civil Code sections 3287 and 3289, and the Industrial Welfare Commission Wage Orders, claims for unpaid wages including but not limited to failure to pay minimum wages, straight time compensation, and overtime compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; failure to reimburse business expenses; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; declaratory relief; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys' fees and costs. Except as set forth in this Section, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The above release language shall also be included in the Class Notice. Plaintiff and Participating Class Members will release these Released Claims from May 10, 2019 through the Preliminary Approval Date of the Settlement or an earlier date at Defendant's discretion per Section III(D)(5).

Class Members who endorse their settlement checks waive and release any claims under the Fair Labor Standards Act ("FLSA") (29 U.S.C. §§ 201, *et seq.*) arising during the Class Period and based on the factual allegations alleged or which could have been alleged in the Class Action Complaint, including the claims noted above.

This release excludes the release of claims not permitted by law.

Any Class Member who validly excludes himself, herself, or themself from the Settlement will still receive a PAGA Settlement Payment, and will be deemed to have released claims against the Released Parties for civil penalties pursuant to PAGA based on the Released Claims arising during the PAGA Period ("PAGA Released Claims").

B. Releases by Aggrieved Employees and the State of California

Providing there is Final Approval of this Agreement, then as of the Effective Date, then Plaintiff, the State of California, and Aggrieved Employees shall fully and finally release and discharge Defendant and the Released Parties, and each of them, from the PAGA Released Claims and for the PAGA Period. "PAGA Released Claims" means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* that were asserted in Plaintiff's LWDA letter and complaints; and/or that could have been asserted based on the facts and/or allegations in the operative complaint and/or Plaintiff's LWDA letter. "PAGA Released Claims" include, but are not limited to, any and all claims for civil penalties under the PAGA based on alleged unpaid wages (including but not limited to minimum and overtime wages and final pay upon termination), alleged unpaid meal and rest period premiums, itemized wage statement penalties, waiting time penalties, failure to reimburse for necessary business expenses arising under the California Labor Code, California Civil Code violations, and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in the LWDA Letter submitted by Plaintiff. This release shall apply to all claims arising at any point during the PAGA Period. The release shall include a release of claims under California Labor Code Sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

The above release language shall also be included in the Class Notice. Plaintiff, the State of California, and Aggrieved Employees will release these PAGA Released Claims from February 27, 2022 through the Preliminary Approval Date of the Settlement or an earlier date at Defendant's discretion per Section III(D)(5).

This release excludes the release of claims not permitted by law.

Any Aggrieved Employee who validly excludes himself/herself/themself from the Settlement will still receive a PAGA Settlement Payment, and will be deemed to have released all PAGA Released Claims against the Released Parties.

C. Plaintiff's General Release

Plaintiff does hereby, for herself, and for her heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees, interest, expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind, nature, and character whatsoever, from the beginning of time through the date of her signature on this Settlement, known or unknown, suspected or unsuspected, unforeseen, or unanticipated including but not limited to all claims arising out of, based upon, or relating to her employment with Defendant, the termination or resignation of her employment with Defendant, or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were or could have been raised in the Action and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code § 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any other common law claim; any "retaliation" claims; any claims relating to any breach of public policy; any claim for costs, fees, interest, or other expenses including attorneys' fees; any legal restrictions on Defendant's right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law, as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (14) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (15) California Fair Employment and Housing Act [*Gov. Code,* §§ 12900, *et seq.*] (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (16) California Family Rights Act, [*Gov. Code,* §§ 12945.1, *et seq*]. (family/medical leave); (17) California Labor Code or any Industrial Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination); (21) California health and safety laws and regulations; and (22) any other federal, state, or local law, regulation or ordinance, including those regulating compensation, and those prohibiting discrimination, harassment, or retaliation of any kind. This release excludes the release of claims not permitted by law.

D. <u>Plaintiff's Release of Unknown Claims</u>

Plaintiff, in her individual capacity, also expressly waives, as to the Released Claims any and all provisions, rights and benefits conferred by any law or principle of common law or equity, that is similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release given in this Settlement is intended to include in its effect, without limitation, claims that she did not know or suspect to exist in her favor at the time of the effective date of this Settlement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under the Settlement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. Plaintiff expressly waives the provisions of section 1542 of the Civil Code of California, which provides:

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

Thus, subject to and in accordance with this Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true, Plaintiff, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties that were alleged or could have been alleged in the Action, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

E. No Additional Attorneys' Fees or Costs

Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear their own attorneys' fees and costs related to this Action.

VI. MISCELLANEOUS PROVISIONS

A. Amendments or Modification

The terms and provisions of this Settlement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel and approval by the Court.

B. Assignment

None of the rights, commitments, or obligations recognized under this Settlement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement, and shall not be construed to confer any right or to avail any remedy to any other person.

C. Governing Law

This Settlement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

D. Entire Agreement

This Settlement, including the Exhibit referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto with respect of the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Settlement and text contained in the Exhibit to this Settlement, the former (*i.e.,* Articles I through VI) shall be controlling, unless the Exhibit are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement other than those expressly set forth or referred to herein. This Settlement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

E. Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

F. Counterparts and Fax/PDF Signatures

This Settlement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument. A fax or PDF signature on this Settlement shall be as valid as an original signature.

G. Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Settlement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

H. Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

I. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement.

J. Fair Settlement

Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

K. Headings

The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement and shall not be considered in interpreting this Settlement.

L. Notice

All notices, demands, or other communications given under this Settlement must be in writing and addressed as follows:

To Plaintiff and the Class:

Anthony J. Orshansky
anthony@counselonegroup.com

P. Bartholomew Quintans
bart@counselonegroup.com
COUNSELONE, PC
9465 Wilshire Blvd., Suite 300
Beverly Hills, CA 90212
Telephone: (310) 277-9945
Facsimile: (424) 277-3727

Sahag Majarian II
sahagii@aol.com
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

and

To Defendant:

NANNINA L. ANGIONI
nangioni@kaedianllp.com
280 S. Beverly Dr., Ste. 209
Beverly Hills, CA 90212
Telephone: (310) 893-3372
Facsimile: (310) 893-3191

M. Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement.

N. Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this Settlement and the terms set forth herein. In the event 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 the Settlement, the Parties agree to seek the assistance of the Court.

O. Authorization to Act

Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Settlement, except for signing the documents, including but not limited to this Settlement, that are required to be signed by the Parties.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Settlement.

Q. No Collateral Attack

This Settlement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of his, her, or their Individual Settlement Payment.

R. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

S. Confidentiality/Non-Publicity

Plaintiff and her counsel will keep the First Amended Complaint, PAGA Letter, and this Agreement confidential through preliminary approval. Thereafter, Plaintiff and her counsel will further agree to keep this Agreement, First Amended Complaint, and the PAGA Letter confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: 7/29/2025

XIMENA GARCIA

DocuSigned by: Ximena
B1DDEB4DE41E4E6...

By: ______________________
(Signature)

Dated: ______________________

HILTY'S ELECTRIC-CALIFORNIA, INC.

By: ______________________
(Signature)

____
(Printed Name)

____
(Title)

Approved as to form only:

Dated: 7/29/2025

COUNSELONE, PC

Signed by: Anthony Orshansky
B84A5D55D0D2462...

By: ______________________
Anthony J. Orshansky
P. Bartholomew Quintans
Attorneys for Plaintiff Ximena Garcia

Dated: 7/29/2025

LAW OFFICES OF SAHAG MAJARIAN II

DocuSigned by: Sahag Majarian
3142D9828E6E4A2...

By: ______________________
Sahag Majarian II
Attorneys for Plaintiff Ximena Garcia

Dated: ______________________

KAEDIAN LLP

By: ______________________
Nannina L. Angioni
Attorneys for Defendant Hilty's Electric-California, Inc.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

Dated: ____________________ XIMENA GARCIA

By: ______________________________
(Signature)

Dated: Jul 29, 2025 HILTY'S ELECTRIC-CALIFORNIA, INC.

By: Ryan Efune
Ryan Efune (Jul 29, 2025 16:55:24 PDT)
(Signature)

Ryan Efune
(Printed Name)

Chief Executive
(Title)

Approved as to form only:

Dated: _______________ COUNSELONE, PC

By: ______________________________
Anthony J. Orshansky
P. Bartholomew Quintans
Attorneys for Plaintiff Ximena Garcia

Dated: _______________ LAW OFFICES OF SAHAG MAJARIAN II

By: ______________________________
Sahag Majarian II
Attorneys for Plaintiff Ximena Garcia

Dated: 07/29/2025 KAEDIAN LLP

By: ______________________________
Nannina L. Angioni
Attorneys for Defendant Hilty's Electric-California, Inc.

Exhibit 1

<<EmployeeName>> CPT ID: <<ID>>

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Garcia v. Hilty's Electric-California, Inc., et al.

Orange County Superior Court Case No. 30-2023-01324391-CU-OE-CXC ("Lawsuit")

PLEASE READ THIS NOTICE CAREFULLY. You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class and representative action settlement reached in this case. You do not need to take any action to receive a settlement payment. This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California ("Court"), you are notified that: preliminary approval of a class and representative action settlement, in a lawsuit filed by a former employee ("Plaintiff") against Defendant Hilty's Electric-California, Inc. ("Defendant"), was granted on ____________, 2025, which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment under the settlement, but you have the opportunity to request exclusion from the class settlement (in which case you will not receive payment under the class settlement), object to the class settlement, and/or dispute the number of workweeks credited to you, if you so choose, as explained more fully below.

I. IMPORTANT DEFINITIONS

"**Class**" means all persons currently or formerly employed as non-exempt employees in California for Defendant Hilty's Electric-California, Inc.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period beginning on May 10, 2019 and ending on July 31, 2025.

"Aggrieved Employees" means all Class Members employed by Defendant at any time during the PAGA Period.

"PAGA Period" means the period beginning on February 27, 2022 and ending on July 31, 2025.

"Participating Class Members" means Class Members who do not exercise their right to request exclusion from the class settlement. Class Members who request exclusion (explained below) retain their right to sue Defendant, if they choose, but will not receive payment under the class settlement.

II. BACKGROUND OF THE ACTION

The settlement involves claims alleged against Defendant for: (a) failure to pay minimum wages (Lab. Code, §§ 1182.12 1194, 1194.2, 1197, and 1197.1); (b) failure to pay overtime wages (Lab. Code, §§ 223, 510, and 1198); (c) meal period liability (Lab. Code, §§ 226.7 and 512); (d) rest break liability (Lab. Code, § 226.7); (e) failure to provide accurate itemized employee wage statements (Lab. Code, §§ 226 and 226.3); (f) failure to pay all wages owed timely and upon separation of employment (Lab. Code, §§ 201, 202, 203, 204, and 210); (g) failure to reimburse for business expenses (Lab. Code, §§ 2800 and 2802); (h) violation of Labor Code section 1174, subdivision (d); (i) violation of Business & Professions Code section 17200, et seq.; and (j) violation of California's Private Attorneys General Act of 2004 ("PAGA").

Defendant denies all of the allegations in the Lawsuit or that it violated any law, and contends that at all times it has fully complied with all applicable federal, state, and local laws.

Defendant's records indicate that you worked for Defendant in a non-exempt position in California during the Class Period.

The Court ordered that you be sent this notice to give you the chance to receive a share of the money being paid to settle this case. This notice explains the lawsuit, the settlement, and your legal rights.

Defendant denies all liability and wrongdoing and contends that its business practices are and have been lawful at all relevant times, and believes its employees, including Plaintiff, were properly paid in accordance with federal and state laws. Defendant is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with continued litigation, and therefore, the parties have agreed to settle the lawsuit.

This settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant and is not an admission of liability by Defendant. All parties agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff believes this settlement is in the best interests of all of the Class Members.

After extensive investigation and analysis of the legal and factual issues and risks, the parties participated in a full-day mediation session before Gig Kyriacou, Esq., and as a result, the parties reached a settlement. The parties have since entered into the Joint Stipulation of Class and PAGA Settlement ("Settlement Agreement"), which was preliminarily approved by the Court on __________, 2025. The Court has appointed CPT Group, Inc. as the administrator of the settlement ("Settlement Administrator"), Plaintiff, as representative of the Class ("Class Representative"), and the following law firm as counsel for the Class ("Class Counsel"):

Anthony J. Orshansky
P. Bartholomew Quintans
CounselOne, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
Telephone: (310) 277-9945

Sahag Majarian II
Law Offices of Sahag Majarian II
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Group Members. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. By granting preliminary approval of the settlement, the Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing.

III. <u>SUMMARY OF THE PROPOSED SETTLEMENT</u>

A. <u>Settlement Terms</u>

The total settlement amount is One Million and Ten Thousand Dollars ($1,010,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of the class settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) attorneys' fees of up to 33⅓% of the Gross Settlement Amount, which is the amount of Three Hundred and Thirty-Six Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents ($336,666.67), and reimbursement of litigation costs in an amount of up to Twenty-Five Thousand Dollars ($25,000) to Class Counsel (together, "Attorneys' Fees and Costs"); (2) enhancement payment to the Class Representative in an amount not to exceed Ten Thousand Dollars ($10,000) for her services and responsibilities in prosecuting the action ("Enhancement Payment"); (3) settlement administration costs in an amount not to exceed Twenty Thousand Dollars ($20,000) to the Settlement Administrator ("Administration Costs"); and (4) the allocated amount of Eighty Thousand Dollars ($80,000) to settle all claims under the PAGA ("PAGA Penalties"), of which 75%, or Sixty Thousand Dollars ($60,000), will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining 25%, or Twenty Thousand Dollars ($20,000), will be paid to all Aggrieved Employees on a pro rata pay period basis.

B. Distribution Formulas

Each Participating Class Member is eligible to receive a pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of qualifying workweeks he or she worked for Defendant in the State of California as a non-exempt employee during the Class Period. Specifically, the Net Settlement Amount will be divided by the total of all workweeks of all Class Members during the Class Period in order to establish the value of each workweek. The Individual Settlement Payment of each Participating Class Member will be calculated by multiplying the value of a workweek by the number of workweeks worked by that Class Member during the Class Period.

Each Aggrieved Employee will receive a pro rata share of 25% of the PAGA Penalties ("PAGA Settlement Payment") based on the number of qualifying pay periods he or she worked for Defendant in the State of California as a non-exempt employee during the PAGA Period, irrespective of whether he or she is a Settlement Class Member. Specifically, 25% of the PAGA Payment (or $20,000) will be divided by the total of all pay periods worked by Aggrieved Employees during the PAGA Period in order to establish the value of each pay period. The PAGA Settlement Payment to each Aggrieved Employee will be calculated by multiplying the value of a pay period by the number of pay periods worked by the Aggrieved Employee during the PAGA Period.

Each Individual Settlement Payment will be allocated twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099). PAGA Settlement Payments will be allocated as one hundred percent (100%) penalties (which will be reported on IRS Form 1099). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payment.

The Settlement Administrator will send Individual Settlement Payments and PAGA Settlement Payments to the address on file with the Settlement Administrator by way of one (1) check no later than ten (10) business days after Defendant fully funds the Gross Settlement Amount, which is twenty-four (24) business days after the Effective Date. The Effective Date will be the later of: (1) if no objections are filed, the sixtieth (60th) day after the date the Final Approval Order is signed; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, then the sixtieth (60th) day after the date the Final Approval Order is signed; or (3) if an appeal is taken from the Court's overruling of objections to the Settlement, ten (10) business days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final. You may contact Class Counsel and/or the Settlement Administrator for updates.

If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.

C. Your Workweeks and Pay Periods Based on Defendant's Records

According to Defendant's records:

> **During the Class Period, you worked for Defendant as a non-exempt employee in California for <<Workweeks>> workweeks.**
>
> **During the PAGA Period, you worked for Defendant as a non-exempt employee in California for <<PAGAPayperiods>> pay periods.**

If you wish to dispute the number of workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security number; (d) clearly state that you dispute the number of workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before ________, 2025.** You may use the included Dispute Form should you wish to dispute the number of workweeks credited to you.

D. Your Estimated Settlement Award

As explained above, your estimated settlement award is based on the number of workweeks and pay periods credited to you during the applicable periods.

> **Under the terms of the settlement, your Individual Settlement Payment is estimated to be <<SettAmount>> and your PAGA Settlement Payment (if applicable) is estimated to be <<PAGAAmount>>. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Payment.**

Individual Settlement Payments and PAGA Settlement Payments will only be distributed if the Court grants final approval to the settlement.

E. Released Claims

Class Settlement. As of the Effective Date, Plaintiff and all Class Members who did not submit timely and valid requests for exclusion from the settlement (again, "Participating Class Members") individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives ("Releasees"), will release Defendant, together with all of its past, present, and future parents, subsidiaries, affiliated and related entities, predecessor or successor entities, and all present and former owners, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, reinsurers, assigns, attorneys, representatives, heirs, executors, administrators, successors and assigns and all payroll processing vendors that Defendant utilized during the Class Period ("Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, interest, damages, actions, or causes of action of every nature and description that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the operative complaint filed by Plaintiff, including but not limited to, any and all claims for alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) meal period liability; (4) rest break liability; (5) failure to provide accurate itemized employee wage statements; (6) failure to pay all wages owed timely and upon separation of employment; (7) failure to reimburse for business expenses; (8) violation of Labor Code section 1174, subdivision (d); (9) violation of Business & Professions Code section 17200 et seq.; and any other benefit claimed on account of the allegations asserted in the operative complaint filed by Plaintiff (collectively, "Class Released Claims"). This release shall apply to all such claims arising at any point during the Class Period. The release shall include a release of all claims under California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, Business & Professions Code section 17200 et seq., Code of Civil Procedure section 1021.5 Civil Code sections3287 and 3289, and the Industrial Welfare Commission Wage Orders, claims for unpaid wages including but not limited to failure to pay minimum wages, straight time compensation, and overtime compensation, and interest; failure to timely pay regular and final wages; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; failure to reimburse business expenses; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; declaratory relief; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys' fees and costs. Except as set forth in this Section, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Participating Class Members also waive and release any claims under the Fair Labor Standards Act ("FLSA") (29 U.S.C. §§ 201, et seq.) arising during the Class Period and based on the factual allegations alleged or which could have been alleged in the Class Action Complaint, including the claims noted above. This release excludes the release of claims not permitted by law.

PAGA Settlement. Notwithstanding the foregoing, as of the Effective Date, Plaintiff, the State of California, and Aggrieved Employees shall fully and finally release and discharge Defendant and the Released Parties, and each of them, from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. that were asserted in Plaintiff's LWDA letter and complaints; and/or that could have been asserted based on the facts and/or allegations in the operative complaint and/or Plaintiff's LWDA letter, including, but not limited to, any and all claims for civil penalties under the PAGA based on alleged unpaid wages (including but not limited to minimum and overtime wages and final pay upon termination), alleged unpaid meal and rest period premiums, itemized wage statement penalties, waiting time penalties, failure to reimburse for necessary business expenses arising under the California Labor Code, California Civil Code violations, and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in the LWDA Letter submitted by Plaintiff ("PAGA Released Claims"). This release shall apply to all claims arising at any point during the PAGA Period. The release shall include a release of claims under California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. This release excludes the release of claims not permitted by law.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Class Released Claims, pursuant to Section III.E above.

You may not request exclusion from the PAGA Settlement. If you are an Aggrieved Employee, you will receive your PAGA Settlement Payment whether or not you choose to request exclusion from the class settlement, and you will be deemed to have released the Released Parties from the PAGA Released Claims (defined above).

As a Participating Class Member, you will not be separately responsible for the payment of attorney's fees and expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the class settlement, you may seek exclusion from (or "opt out" of) the class settlement by submitting a timely, written request for exclusion from the class settlement to the Settlement Administrator at the following address:

Hilty's Electric-California, Inc. Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, California 92606
Telephone: 1-xxx-xxx-xxxx

The request for exclusion should: (a) include your name, address, and telephone number; (b) include the case name and number; (c) include a clear and unequivocal statement that you wish to be excluded from the class settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than __________, 2025.** To request exclusion you may elect to use the Request for Exclusion Form provided at the end of this Notice.

If the Court grants final approval of the settlement, any Class Member who submits a timely and valid request for exclusion from the class settlement will not be entitled to receive any payment from the class settlement, will not be bound by the class settlement, and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid request for exclusion from the class settlement will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

You may not request exclusion from the PAGA settlement. If you are an Aggrieved Employee, you will receive your PAGA Settlement Payment, whether or not you choose to request exclusion from the class settlement, and you will be deemed to have released the Released Parties from the PAGA Released Claims (defined above).

C. Object to the Settlement

You can object to the terms of the class settlement as long as you have not submitted a request for exclusion from the class settlement. To object to the class settlement, you should provide to the Settlement Administrator a timely written statement of the objection. The written objection should: (a) contain your full name, address, telephone number, and signature; (b) contain the case name and number; (c) contain a statement of the specific legal and factual basis for each objection argument; (d) contain a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel; and (e) be filed or postmarked **no later than __________, 2025.** You may also appear at the Final Approval Hearing to state your objection. You may not object to the PAGA settlement. Should you wish to object to the class settlement, you may use the enclosed Objection Form.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on **January 8, 2026 at 2:00 p.m.**, to determine whether the settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, enhancement payment to Plaintiff, and administration costs to the Settlement Administrator should be awarded. You may, but are not required to, attend the Final Approval Hearing.

The hearing may be continued without further notice. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to at your expense.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the action for a fee by visiting the civil clerk's office, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, during business hours.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. NOTICE OF THE FINAL APPROVAL ORDER AND JUDGMENT WILL BE POSTED ON SETTLEMENT ADMINISTRATOR'S WEBSITE AT www.cptgroupcaseinfo.com/_______.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 1-xxx-xxx-xxxx OR YOU MAY ALSO CONTACT CLASS COUNSEL.

REQUEST FOR EXCLUSION FORM

Only complete this REQUEST FOR EXCLUSION form if you want to opt out of (not participate in) the class settlement in the action known as *Garcia, et al. v. Hilty's Electric-California, Inc.*, Orange County Superior Court Case No. 30-2023-01324391-CU-OE-CXC. If you opt out of the settlement, you will not receive any portion of the class action settlement amount.

MY REQUEST FOR EXCLUSION

I confirm that I worked for Defendant Hilty's Electric-California, Inc. in the State of California as a non-exempt employee at some point from May 10, 2019 through and including July 31, 2025.

Please exclude me from the proposed class settlement. I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed class action settlement.

Print Full Name:____

Residence Street Address:__________________________________

City, State and Zip Code:__________________________________

Telephone Number: ____________________________

My Signature:____________________________ Date: ______________

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED BY YOU, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[DATE (45 days from mailing of this notice)]**. Send this signed request for exclusion form to the Settlement Administrator at:

Hilty's Electric-California, Inc. Settlement
c/o CPT Group, Inc.
____
____

OBJECTION FORM

Only complete this OBJECTION FORM if you want to object to the settlement in the action known as *Garcia, et al. v. Hilty's Electric-California, Inc.*, Orange County Superior Court Case No. 30-2023-01324391-CU-OE-CXC.

I hereby object to the settlement in this action because [please state your reasons for objection]:

____
____
____
____
____

(You may continue your objection on an additional sheet(s) of paper if necessary.)

INFORMATION

Print Full Name:____

Residence Street Address:_____________________________________

City, State and Zip Code:_____________________________________

Telephone Number: ___________________________

My Signature:___________________________ Date: _____________

Please return this form to the address below no later than **[DATE (45 days from mailing of this notice)]**.

Hilty's Electric-California, Inc. Settlement
c/o CPT Group, Inc.
____

____

DISPUTE FORM

Garcia, et al. v. Hilty's Electric-California, Inc.
Orange County Superior Court Case No. 30-2023-01324391-CU-OE-CXC.

Only complete this DISPUTE FORM if you want to dispute the number of workweeks you worked for Hilty's Electric-California, Inc. during the Class Period identified in Section III.C of the Notice.

I dispute the number of workweeks credited to me. I contend that the correct number of workweeks that I worked during the Class Period (May 10, 2019 – July 31, 2025) is _______.

Explain why you believe the number of workweeks you provided above is correct and/or enclose documentation showing the correct number of workweeks:

____

____

____

(You may continue your objection on an additional sheet(s) of paper if necessary.)

INFORMATION

Print Full Name:____

Residence Street Address:__________________________________

City, State and Zip Code:__________________________________

Telephone Number: _________________________

Last 4 SSN: ______________

My Signature:_________________________ Date: ____________

IN ORDER FOR THE SETTLEMENT ADMINISTRATOR TO CONSIDER YOUR DISPUTE, YOU MUST RETURN THIS FORM AND ANY SUPPORTING DOCUMENTATION TO THE ADDRESS BELOW NO LATER THAN **[DATE (45 days from mailing of this notice)]**.

Hilty's Electric-California, Inc. Settlement
c/o CPT Group, Inc.
____
____