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Attorneys for Plaintiff Eva Lopez
and Proposed Class Counsel

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

EVA LOPEZ, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

QUALITY BUILT, LLC, a Delaware limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 23CU0207

*Assigned to the Hon. Valerie Chrissakis,
Dept. 8*

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
UNOPPOSED APPLICATION FOR
APPROVAL OF ATTORNEYS’ FEES
AND COSTS, CLAIMS
ADMINISTRATION FEES, AND CLASS
REPRESENTATIVE’S SERVICE
PAYMENT**

Date: October 30, 2024

Time: 8:15 a.m.

Dept.: 8

Complaint Filed: June 5, 2023

1 I, DANIEL F. GAINES, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of
3 California. I am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Eva
4 Lopez (“Lopez” or “Plaintiff”) and Class Counsel in this action. I have personal
5 knowledge of the facts set forth herein and if called as a witness to testify to them, could
6 and would do so competently.

7 **Class Counsel’s Experience and Recommendation:**

8 2. I obtained my BS degree from the University California at Berkeley in
9 2003. I majored in Business Administration at the Haas School of Business.

10 3. Thereafter, I attended the University of Virginia School of Law. At
11 Virginia, I was a member of the editorial board of the Virginia Tax Review. I was also
12 the recipient of the Lacy Armour Scholarship, awarded to recognize academic
13 excellence. At Virginia, I focused my studies on tax and real estate. I earned my JD and
14 became a member of the California Bar in 2007.

15 4. Since becoming a member of the Bar, and until his retirement, I practiced
16 law with my partner/father, Kenneth, at Gaines & Gaines, APLC. The practice
17 specializes in litigation, with an emphasis in employment disputes like this one. Over
18 95% of my practice is devoted to complex employment litigation similar to the instant
19 action.

20 5. My firm has represented employees in complex employment matters such
21 as this one, with an emphasis on wage and hour issues. I have participated in and have
22 been certified as class counsel in dozens of class action matters since my admission to
23 the Bar. A partial list of the cases in which I have been appointed as class counsel is
24 attached hereto as **Exhibit A**.

25 6. Based on my years of experience and my own independent investigation
26 and evaluation, I am of the opinion that the recovery for each settlement Class Member
27 is on very fair, reasonable, and adequate terms. I am familiar with class action
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1 settlements involving employment wage and hour claims similar to those at issue in this
2 lawsuit, including claims for the alleged failure to pay all wages due, provide all meal
3 and rest periods or compensation in lieu thereof, timely pay wages at separation of
4 employment, reimburse business expenses, and issue accurate itemized wage statements.
5 Based on my extensive experience, and factoring in the unique nuances of this case, I
6 am of the opinion that the settlement reached here is on very fair and favorable terms.

7 7. Based on my experience, I believe that I have a strong understanding of
8 the trends in the value of settlements in these types of cases. My opinion takes into
9 consideration the amounts received in other similar employment class actions, the risks
10 inherent in litigation of this genre, and the reasonable tailoring of each settlement Class
11 Member's claim to the amounts received. Based on that knowledge, I am of the opinion
12 the settlement is fair, reasonable and adequate and is in the best interests of the settlement
13 Class.

14 **Background and Procedural History**

15 8. On March 8, 2023, Plaintiff Lopez exhausted the pre-filing requirements
16 of the PAGA. On June 5, 2023, Plaintiff Lopez initiated her Action in the Kings County
17 Superior Court by filing a PAGA complaint.

18 9. On September 25, 2023, Plaintiff filed a First Amended Complaint Class
19 Action Complaint (the "FAC"). The FAC asserts claims against Defendant for (1)
20 Failure to Pay All Minimum and Overtime Wages Due (Labor Code §§ 510, 1194, and
21 1194.2); (2) Failure to Provide Rest Periods Or Compensation In Lieu Thereof (Labor
22 Code § 226.7; IWC Wage Order 4-2001); (3) Failure to Provide Meal Periods Or
23 Compensation In Lieu Thereof (Labor Code §§ 226.7 and 512; IWC Wage Order 4-2001);
24 (4) Failure to Reimburse All Business-Related Expenses (Labor Code § 2802); (5)
25 Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement
26 Provisions (Labor Code § 226(a), (e)); (6) Failure to Timely Pay Wages Due at
27 Separation of Employment (Labor Code §§ 201-203); (7) Violation of Business and
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1 Professions Code § 17200; and (8) Penalties Pursuant to Labor Code § 2699(f) for
2 Violations of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, and 2802, and
3 Pursuant To Labor Code § 2699(a) for Violations of Labor Code §§ 226.3 and 558.

4 10. Defendant disputes all claims alleged in the Action and does not by the
5 Settlement admit any liability or wrongdoing whatsoever.

6 11. The Class Representative contends that Defendant violated the California
7 Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is
8 appropriate for class certification.

9 **Class Counsel's Diligence In Advance of, and In Connection With, Settlement**
10 **Negotiations:**

11 12. My colleagues and I have conducted a thorough investigation into the
12 facts and law during the prosecution of this class action case, including the exchange of
13 extensive informal discovery and the review and verification of statistical data and other
14 facts and information provided by Defendant. My colleagues and I have investigated the
15 applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff
16 and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

17 13. On February 27, 2024, following our exchange of information and
18 documents regarding the Settlement Class and the claims and defenses asserted by the
19 Parties, the Parties engaged in arm's-length negotiations with the assistance of an
20 experienced wage and hour mediator, Hon. Dickran M. Tevrizian (Ret.), where the
21 Parties were able to reach the resolution of the Action. A true and correct copy of the
22 Settlement Agreement is attached hereto as **Exhibit B**.

23 14. Based on our independent investigation and evaluation, my colleagues and
24 I are of the opinion that settlement for the consideration and on the terms set forth in the
25 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
26 Settlement Class in light of all known facts and circumstances, including the risk of
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1 significant delay, the risk the Settlement Class will not be certified by the Court, and the
2 defenses asserted by Defendant.

3 15. The Parties agree that the Settlement Class may be certified for settlement
4 purposes only and that any motion for approval seeking, *inter alia*, certification of the
5 Settlement Class is for purposes of the settlement only. If for any reason the settlement is
6 not approved, the certification will have no force or effect and will immediately be
7 revoked. The Parties further agree that certification for purposes of the settlement is in
8 no way an admission that class certification is proper under the more stringent standard
9 applied for litigation and that evidence of the limited Settlement Agreement for
10 settlement purposes only will not be admissible for any purpose in this or any other
11 proceeding.

12 **Settlement Terms:**

13 16. The Settlement provides that (a) the Court may certify the Settlement
14 Class as described in the Stipulation on a provisional, non-mandatory basis for the
15 purposes of this settlement only, conditioned upon the Court granting final approval of
16 the Settlement; and (b) Defendant shall pay the total, non-reversionary sum of \$200,000
17 (the “Gross Settlement Amount”). All payments associated with the Settlement shall be
18 paid by the Settlement Administrator from the Gross Settlement Amount, including all
19 payments to Participating Settlement Class Members, the Named Plaintiff, the Class
20 Representative Enhancement Payment, Class Counsel (for Attorneys’ Fees and Costs),
21 the LWDA pursuant to the PAGA claim, all taxes (except Defendant’s share of
22 employer-side payroll taxes, which include FICA (Social Security and Medicare) and
23 unemployment insurance (FUTA and SUTA/SUI) on the amount allocated as wages to be
24 paid to Participating Settlement Class Members), and all payments to the Settlement
25 Administrator. The Gross Settlement Amount does not include Defendant’s share of
26 “employer-side payroll taxes,” which Defendant shall be responsible for paying
27 separately.

17. The State of California and the public will receive a benefit in the allocation of \$7,500 to the LWDA. The amount payable to the LWDA is required to go to education of employers and employees about their obligations and rights under the Labor Code, the enforcement of the State's labor laws, and as supplementary funds to operate the LWDA. This is a significant value to the State of California and its employers and employees. The remaining amount allocated to PAGA – \$2,500, shall be paid to Aggrieved Employees.

Preliminary Approval, Notice, and the Claims Process:

18. On July 8, 2024, this Court granted Plaintiff's unopposed motion for preliminary approval of the Settlement and provisionally certified the Settlement Class, finding that the Settlement appeared to be within the range of reasonableness of settlements that could ultimately be given final approval. A copy of the Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit C**. The Court approved the distribution of the Notice of Proposed Class Action Settlement and set the Final Fairness and Approval Hearing.

19. Pursuant to the Court’s Order, on August 2, 2024, Phoenix mailed Notice packets containing the notice of the terms of the Settlement — including the terms relating to attorneys’ fees and costs — to 86 Settlement Class Members.

20. As the Court required, Settlement Class Members were given 45 days after the Notice was mailed to submit their opt out form or objection to the Settlement.

21. As of the date of this motion, 85 Settlement Class Members will be issued their share of the class settlement.

22. Based upon the methodology stipulated in the Settlement, the highest Individual Payment Amount to be paid to Settlement Class Members is approximately \$4,052.23, the lowest Individual Payment Amount to be paid to Settlement Class Members is approximately \$16.42, while the average Individual Payment Amount to be paid to Settlement Class Members is approximately \$1,071.99.

1 23. No Settlement Class Members have objected to the Settlement, and one (1)
2 Settlement Class Member has opted out; there were no untimely objections or requests to
3 opt-out.

4 24. Through today, my office has not received any objections to the
5 Settlement.

6 25. Phoenix Settlement Administrators used commercially reasonable means
7 to ensure notice of the settlement was received by as many Class Members as possible.
8 Notice was mailed to each individual Class Member at that Class Member's last known
9 address, and in the end, all of the Notices were successfully mailed to Class Members.

10 26. I have participated in the administration of many class action settlements;
11 based on my experience, I believe the notice program here resulted in the best practicable
12 notice to class members.

13 **The Settlement is Fair, Reasonable and Adequate:**

14 27. The Settlement is the result of extensive, arms-length negotiations. The
15 Settlement for each Class Member is fair, reasonable, and adequate given the inherent
16 risks of litigation, including the critical class certification process and trial.

17 28. Fairness of the Settlement is demonstrated by the uncertainty and risks to
18 the named Plaintiff and the Settlement Class in not successfully certifying the class or
19 prevailing on one or more causes of action or theories alleged in the complaint. The
20 Settlement takes these risks into account.

21 29. The Settlement is a good compromise for the damages of absent Class
22 Members. It also provides the named Plaintiff and Class Representative with a
23 reasonable service payment to compensate her for the risks she has taken and the time
24 and effort she has expended in coming forward to provide valuable information in
25 support of the claims alleged in the Action and her participation in the discovery and
26 settlement process.

1 30. Prosecution of this case resulted in tangible benefits for the Settlement
2 Class Members in the following respects: (1) By this Settlement, Settlement Class
3 Members will receive their recoveries in a prompt manner as opposed to waiting
4 additional time for the same, or possibly a worse, result; (2) Settlement Class Members
5 will receive a substantial (and guaranteed) result; and (3) Settlement at this juncture will
6 translate into significant savings in my firm's fees and costs which inevitably would have
7 increased had the case progressed through trial, appeals, etc.

8 31. In addition, the Settlement provides significant benefits for the State and
9 the LWDA. The LWDA will receive \$7,500, a payment that, according to Labor Code §
10 2698, must be used for the enforcement of labor laws and education of employers and
11 employees about their rights and responsibilities under the California Labor Code.

12 32. Plaintiff contends that Defendant failed to pay Class Members all
13 minimum and overtime wages earned, in violation of Labor Code §§ 510, 558, 1194, and
14 1194.2. Class Members were allegedly not paid for time spent training, for travel time, or
15 for time spent when they were unable to retrieve data from a jobsite. An employer is
16 obligated to pay the wages of an hourly employee for all time that the employee is under
17 the control of the employer, and this includes all the time the employee is suffered or
18 permitted to work, whether or not required to do so. When Class Members allegedly
19 worked off-the-clock, they were under the control of Defendant and required to be
20 compensated for all hours worked. Defendant, however, allegedly failed to do so, in
21 violation of Labor Code §§ 510, 558, 1194, and 1194.2. Plaintiff calculates Defendant's
22 damages for the alleged unpaid wages at up to \$329,464 and PAGA civil penalty liability
23 for unpaid wages up to \$148,500. Defendant disagrees with Plaintiff's calculations and
24 analysis, and denies that liability exists.

25 33. Plaintiff argues that Defendant failed to permit or authorize Class
26 Members to take timely 30-minute meal periods for shifts greater than 5 hours in length,
27 in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Labor
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1 Code § 512 provides that employers may not employ employees for work periods of
2 more than five (5) hours without providing a 30-minute meal period starting no later than
3 the end of the 5th hour. Plaintiff alleges that Class Members were routinely unable to take
4 a proper meal period when they worked shifts in excess of five (5) hours in duration and
5 a second meal period when they worked shifts in excess of ten (10) hours in duration.
6 Plaintiff contends that the wage and time data provided by Defendant through informal
7 discovery results in meal period damages at up to \$114,220 and PAGA civil penalty
8 liability for meal periods of up to \$75,000. Defendant disagrees with Plaintiff's
9 calculations and analysis, and denies that liability exists.

10 34. Plaintiff further contends that Defendant failed to provide Class Members
11 with legally compliant rest periods, or premium wages of one hour's pay in lieu thereof,
12 as required by Labor Code §§ 226.7 and IWC Wage Order 4-2001. Class Members were
13 allegedly denied, and therefore unable to take, 10-minute rest periods for every four
14 hours of work or major fraction thereof, but were not paid premium wages of one hour's
15 pay for each allegedly missed, denied, and unauthorized rest period. When they were able
16 to take a rest period, Plaintiff contends that the rest periods were often late, cut short, or
17 on-duty. Plaintiff calculates Defendant's maximum rest period damages at \$768,565 and
18 PAGA civil penalty liability for rest period damages at up to \$148,500. Defendant
19 disagrees with Plaintiff's calculations and analysis, and denies that liability exists.

20 35. Class Members were allegedly required to incur expenses in the
21 performance of their job duties for which they were not fully reimbursed, in violation of
22 Labor Code § 2802. Defendant purportedly required Class Members to use their personal
23 vehicles while working for Defendant, for work-related purposes, but allegedly failed to
24 fully reimburse them for their use. This purported practice would violate Labor Code §
25 2802. Plaintiff calculates Defendant's potential damages at \$48,254 (based on
26 \$30/month/employee) for allegedly unreimbursed expenses and PAGA civil penalty
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1 liability for allegedly unreimbursed expenses as up to \$148,500. Defendant disagrees
2 with Plaintiff's calculations and analysis, and denies that liability exists.

3 36. Defendant allegedly failed to provide Class Members with wage
4 statements or a separate document at the time of the payment of wages that set forth all
5 accrued sick leave, in violation of Labor Code § 246. Plaintiff calculates Defendant's
6 potential PAGA civil penalty liability for this claim as up to \$148,500. Defendant
7 disagrees with Plaintiff's calculations and analysis, and denies that liability exists.

8 37. Defendant also allegedly failed to issue Class Members accurately
9 itemized wage statements. Plaintiff argues that Class Members were not paid all wages
10 due, as detailed above. As a result, Plaintiff alleges the wage statements issued by
11 Defendant to Class Members fail to accurately state all gross wages earned, in violation
12 of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2),
13 net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates
14 in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate, in violation of Labor Code § 226(a)(9). Plaintiff calculates the potential
16 damages for this the alleged failure to provide itemized wage statements at up to
17 \$130,900 in addition to up to \$148,500 in possible PAGA civil penalties. Defendant
18 disagrees with Plaintiff's calculations and analysis, and denies that liability exists.

19 38. Defendant allegedly failed to pay Class Members all wages due upon
20 separation of employment, in violation of Labor Code §§ 201-202. As Defendant
21 purportedly failed to pay Class Members all wages due during the course of employment,
22 as discussed above, and these alleged wages remained due and owing upon separation of
23 employment. Plaintiff calculates potential statutory penalties on this claim at up to
24 \$244,336, with PAGA civil penalty liability of up to \$1,400. Defendant disagrees with
25 Plaintiff's calculations and analysis, and denies that liability exists.

26 39. Notwithstanding Plaintiff's positions, Defendant maintained forceful
27 defenses to Plaintiff's claims. It contends employees were paid for all work, including all
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1 mandatory travel time and all training time – and that there is no off-the-clock work or
2 viable claims for such. It maintains that employees were always offered meal periods
3 and any deficiencies shown in the time records represent a waiver by employees rather
4 than Defendant’s denial of a meal period. Defendant further contends that it maintained
5 legally compliant rest period policies and practices that ensured all employees received
6 their rest periods. It argues that it complied with all wage statement and wage payment
7 timing provisions at all times, and that it always reimbursed employees’ expenses when
8 reimbursement requests were made. It further argues and disputes Plaintiff’s potential
9 damages calculations. It also argues that class certification is unlikely on most of
10 Plaintiff’s claims because they would allegedly be unmanageable, and employees
11 working across different worksites would have varying experiences, such that Plaintiff’s
12 claims could not effectively be tried in representation fashion. Plaintiff and her counsel
13 considered these (and many other) defenses in agreeing to the compromised settlement
14 amount, which they believe represents a fair compromise of the claims alleged.

15 40. When the costs and risks of non-certification and loss on the merits are
16 considered, my colleagues and I are of the opinion that the settlement reached is clearly a
17 favorable one.

18 41. The settlement for each Class Member is fair, reasonable and adequate,
19 given the inherent risk of litigation, the risk relative to class certification and the costs of
20 pursuing such litigation. The settlement shall finally resolve all claims of the Class
21 Members as alleged in the Action.

22 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation:**

23 42. Based on my experience and that of my co-counsel in dozens of wage and
24 hour class actions, heavily litigated and strongly disputed class action cases can endure
25 for years. It is our experience that if this case was not resolved by settlement, litigation
26 might extend for up to 3 more years.

1 43. The areas of law at issue in this case (e.g., California’s wage and hour
2 laws) are dynamic and change frequently. Extended litigation equates to substantial risk
3 for class members, some of whose individual claims do not have substantial value from
4 the onset. It is our opinion that the prompt and fair resolution of the claims alleged in
5 Plaintiff’s complaint, as is achieved through the proposed settlement, is in the best
6 interest of class members in light of the likeliness of extended litigation and potential
7 changes in case law.

8 44. It is my experience, as well as that of my co-counsel, that costs in these
9 types of cases increase exponentially as the case proceeds to trial. Through the
10 conclusion of this litigation, and as detailed herein, Plaintiff’s counsel will have advanced
11 over \$11,000 in costs. If this litigation continued for 2 more years and experts were
12 retained, costs would likely exceed \$25,000.

13 **The Risk of Maintaining Class Action Status Through Trial:**

14 45. An adverse appellate court decision or change in law by the legislature
15 may defeat certification of some or all of the claims alleged in Plaintiff’s complaint. In
16 fact, I am familiar with many class action cases where certification and/or liability were
17 immediately defeated as a result of an adverse appellate court ruling, or a change in law
18 by the legislature. Settlement at this juncture has avoided this risk.

19 **Suitability of the Action for Class Certification:**

20 46. To date, no class has been certified. The Stipulation reached between the
21 Parties provides that the Court may certify the Settlement Class for settlement purposes
22 only.

23 47. With respect to suitability for class treatment, Plaintiff strongly believes
24 class certification can be obtained on all claims, and class treatment is appropriate here.
25 Defendant, however, contends Plaintiff’s claims are not likely to be certified. Plaintiff
26 contends that common issues – including Defendant’s wage payment practices and
27 policies – predominate.

1 48. The proposed Settlement Class is clearly ascertainable as it is defined by
2 concrete factors – whether the class members were non-exempt California employees of
3 Defendant during a specified time frame. In this case, the Class Members are identifiable
4 from Defendant’s employment and payroll records. Further, the Settlement Class is
5 sufficiently numerous to warrant certification. According to Defendant’s records, the
6 final Class comprises 85 members.

7 49. Common questions of fact and law predominate in this case. The Class
8 Members’ claims all stem from a common source: members of the Settlement Class
9 allege that Defendant violated the same Labor Code provisions in connection with their
10 employment in non-exempt positions. All members of the Class seek the same relief
11 under the same California laws (related to unpaid wages, unpaid meal and rest period
12 premiums, inaccurate or incomplete wage statements, unreimbursed expenses, failure to
13 timely pay wages due upon separation, and derivative claims). Under these
14 circumstances, the commonality requirement is satisfied for purposes of certifying the
15 Settlement Class for settlement purposes.

16 50. In this case, named Plaintiff and proposed Class Representative Eva Lopez
17 is a former non-exempt employee who worked for Defendant in the State of California
18 during the Class Period. She contends that Defendant failed to pay all wages, failed to
19 provide meal and rest periods, failed to comply with itemized employee wage statement
20 provisions, failed to reimburse expenses, and failed to timely pay wages at the separation
21 of employment, in violation of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 510,
22 512, 558, 1194, 2698, 2699, and 2802 among other Labor Code provisions. She has the
23 same claims as those that the members of the Settlement Class would reasonably be
24 expected to bring based on the course of conduct alleged herein.

25 51. Although my colleagues and I believe the Class Members’ claims are
26 meritorious, that the Class would have been certified, and that substantial damages could
27 have been proven at trial, we are experienced counsel who understand that liability, class
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1 certification, and damage issues — and the outcome of any appeals that would likely
2 follow if the Class were successful at trial — present substantial risks for Class Members.
3 Those risks must be considered in assessing the fairness of this Settlement, which
4 guarantees a substantial recovery for Class Members and eliminates the risk that Class
5 Members would be left without any recovery. Because the Settlement provides
6 immediate and substantial relief without requiring the Class Members either to undergo
7 the risks of losing at trial or to pay additional attorneys' fees and costs to continue to
8 prosecute this action, it warrants this Court's approval.

9 **Presence of a Governmental Participant:**

10 52. Prior to asserting PAGA penalties, Plaintiff complied with the
11 administrative exhaustion requirements of PAGA, and the State of California's LWDA
12 declined to investigate the Labor Code violations alleged against Defendant by Plaintiff.
13 This Court's review of the amount agreed to be paid to the LWDA will protect the
14 interests of the governmental participant here.

15 53. On June 7, 2024, in compliance with Labor Code § 2699(1)(2), Plaintiff's
16 counsel submitted a copy of the Settlement Agreement and Release to the LWDA
17 through its online submission interface. The LWDA has not objected or otherwise
18 responded to the submission. We are concurrently submitting these final approval
19 documents to the LWDA. True and correct copy of the email confirmations received
20 from the LWDA are attached hereto as **Exhibit D**. The LWDA has not objected or
21 responded to the submissions.

22 **Class Representative's Service Payment:**

23 54. It is appropriate to recognize the contributions of the Class Representative
24 in prosecuting this litigation. The service payment serves as recognition for the amount
25 of time and effort she has spent assisting in the prosecution of this case and the personal
26 hardships and pressures she faced as a result of filing this lawsuit against her former
27 employer. The named Plaintiff's declaration is submitted with the Motion for Final
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1 Approval. It is fair and reasonable that the named Plaintiff be awarded \$12,000 as a
2 service payment. Based on my experience, the proposed service payment here is within
3 an accepted range.

4 55. The named Plaintiff and proposed Class Representative is a former
5 employee of Defendant employed in California. She contends that all class members
6 were subject to the labor law violations alleged in the Action. She contends that she has
7 the same claims as those that the members of the Settlement Class would reasonably be
8 expected to bring based on the course of conduct alleged herein.

9 56. Plaintiff has also demonstrated that she will aggressively and competently
10 assert the interests of the proposed settlement class; she has taken an active role in this
11 litigation and has no apparent conflicts with other class members. Plaintiff participated
12 frequently and substantially in the litigation and in the settlement thereof. She has also
13 taken significant risks in bringing this lawsuit – she faces the very real risk that because
14 of the stigma associated with this lawsuit, she may be unable to obtain employment in the
15 future. The stigma and risk associated with filing a class action lawsuit against any
16 employer is significant.

17 57. Plaintiff has retained competent counsel by hiring Gaines & Gaines,
18 APLC to represent the Class. My colleagues and I are experienced and established
19 attorneys with nearly five decades worth of litigation experience. *See also* the
20 Declaration of Alex P. Katofsky submitted with the Motion for Final Approval.

21 **Attorneys' Fees:**

22 58. This Court can undoubtedly appreciate that litigating a large class action
23 case in dynamic, ever-changing areas of law is not appealing to most lawyers,
24 particularly when the plaintiff's lawyer undertakes the obligation to finance the litigation
25 and effectively bears the risk in the event of an unsuccessful outcome, at trial or
26 otherwise. This case was taken on a contingency basis with the real risk that plaintiffs'
27 counsel would receive no compensation whatsoever for our efforts. The potential costs
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1 which we can be required to advance in wage and hour class actions like this one are
2 substantial.

3 59. My firm will incur out-of-pocket expenses of approximately \$11,881.10.
4 My firm has aggressively litigated this case from the start.

5 60. Even with my firm's combined extensive experience litigating
6 employment cases, prosecuting these cases still carries a considerable amount of risk.
7 There is the significant risk that Plaintiff would fail in obtaining class certification or
8 would not succeed in proving Defendant's liability at trial.

9 61. Class action work also requires specialized learning and the willingness to
10 take large risks. My firm has extensive experience in class action litigation, particularly
11 in the employment context, as detailed herein. *See also* the Declaration of Alex P.
12 Katofsky.

13 62. Furthermore, as described above, the Settlement Class and the State of
14 California reaped significant benefits. The success achieved by the Settlement supports
15 my firm's fee request.

16 63. Further, no Class Member objected to the proposed attorneys' fee request
17 contained in the Settlement. The overwhelming rate of acceptance of the Settlement by
18 Class Members supports my firm's fee request.

19 64. A small firm like ours can only properly litigate a limited number of cases
20 at one time. The requirements of this case were significant. Had we not reached a
21 settlement with Defendant, the demands of this case would have required a significant
22 portion of our resources. We were precluded from taking other employment cases due to
23 the demands of litigating this case.

24 65. My office is submitting an attorney fee request equaling \$70,000 or 35%
25 of the Gross Settlement Amount. My experience in class actions, as well as my review of
26 fee awards in similar actions, support my conclusion that the fee request is very
27 reasonable and in line with the common practice in this type of case.

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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Eva Lopez (“Plaintiff”), individually and on behalf of all others similarly situated as well as the State of California, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, on the one hand, and defendant Quality Built, LLC (“Defendant”), on the other hand, hereby agree to the following binding settlement of the action designated *Eva Lopez v. Quality Built, LLC* (Superior Court of the State of California for the County of Kings Case no. 23CU0207) (the “Action”) pursuant to the terms and conditions set forth below. Once approved by the Court, the settlement shall be binding on the Parties, and on the Settlement Class that Plaintiff represents in this Action as well as the State of California, under the terms stated herein.

I. DEFINED TERMS

As used herein, the following terms are defined as:

A. “Action”

Eva Lopez v. Quality Built, LLC (Superior Court of the State of California for the County of Kings Case no. 23CU0207).

B. “Aggrieved Employees”

All current and former non-exempt employees of Defendant, who were employed by Defendant in California at any time during the PAGA Period.

C. “Agreement”

This document and all of the exhibits hereto. Each such exhibit is incorporated by reference as though fully set forth herein.

D. “Attorneys’ Fees and Costs”

The amount authorized by the Court to be paid to Class Counsel for the services they have rendered and expenses they have incurred in prosecuting the Action. Class Counsel shall request, and Defendant will not oppose, Attorneys’ Fees of up to thirty-five percent of the Gross Settlement Amount (estimated to be \$70,000) and actual Costs in an amount not to exceed \$15,000. The Attorneys’ Fees and Costs shall be paid from the Gross Settlement Amount. If the Court approves a lesser amount of Attorney’s Fees and/or Costs than set forth in this paragraph, the lower award amount will not impact the enforceability of this Agreement.

E. “Claims”

Any and all claims asserted in the Action, as amended, as well as any and all claims based on, arising from or related to the facts or claims asserted in the Action, as amended, or that could have been asserted in the Action based on the facts set forth in the Action.

F. “Class Counsel” and/or “Plaintiff’s Counsel”

Daniel F. Gaines and Alex P. Katofsky of Gaines and Gaines, APC.

G. “Class List”

A list of the names, last known mailing addresses, last known telephone numbers and social security numbers for the Settlement Class Members, as well as the number of Workweeks worked by Settlement Class Members during the Class Period. Defendant will diligently and in good faith compile the Class List from its records and provide it to the Settlement Administrator

within fifteen (15) calendar days after the Court issues its Preliminary Approval Order. The Class List shall be provided in a computer-readable format.

H. “Class Period”

The period from June 5, 2019 through February 27, 2024.

I. “Class Representative Enhancement Payment”

The amount to be paid to Plaintiff as consideration for the services she renders to the Settlement Class in this Action, and for the broader release that she is required to provide to Defendant as part of the settlement documented by this Agreement. For sake of clarity, if the Court in its discretion awards less than the amount requested in this Agreement for the Class Representative Enhancement Payment, the lower award amount will not reduce or impact the enforceability of this Agreement in any way (including, but not limited to, Plaintiff’s General Release). Further, if the Court awards less than the amount requested in this Agreement for the Class Representative Enhancement Payment, then the difference, if any, between those amounts shall be included in the Net Settlement Amount. The Class Representative Enhancement Payment shall not exceed \$12,000.

J. “Court”

The Superior Court for the State of California, for the County of Kings.

K. “Defendant”

Quality Built, LLC

L. “Defendant’s Counsel”

Karla Kraft, Esq. and Lisa Northrup, Esq., Stradling Yocca Carlson & Rauth, A Professional Corporation, 660 Newport Center Drive, Suite 1600, Newport Beach, California, 92660-6422.

M. “Effective Date”

The latest of the following: (a) if no Settlement Class Member makes an objection to the Agreement, twenty-one (21) calendar days after the date the Court grants final approval to the Agreement and makes its Final Award; (b) if a Settlement Class Member objects to the Agreement, the later of: (i) dismissal or withdrawal of the objection by the Settlement Class Member; (ii) the passage of the date for seeking appellate review of the Court’s final approval of the settlement without a timely request for review; (iii) the date a Settlement Class Member’s appeal from the Court’s final approval of the settlement has been voluntarily dismissed; or (iv) the date an appellate court has rendered a final non-appealable judgment on a Settlement Class Member’s appeal, with no possibility of subsequent appeal or other judicial review, affirming the Court’s final approval of the settlement without material modification. In no event shall the Effective Date occur before the judgment of the Court granting final approval of the settlement documented by this Agreement is final and no longer subject to appeal.

N. “Escalation Requirement”

Defendant estimates that the Settlement Class Members will have worked a total of approximately 5,472 Workweeks during the Class Period. Should the Class List, upon delivery to the Settlement Administrator, include more than a ten percent (10%) increase in the total

number of Workweeks worked by Settlement Class Members during the Class Period (e.g., more than 10% greater than 5,472 Workweeks worked by Settlement Class Members as of and including the final date of the Class Period, for a total of 6,019 or more Workweeks worked by Settlement Class Members as of and including the final date of the Class Period), then there shall be a pro rata adjustment to the Gross Settlement Amount in the amount of \$44.45 for each Workweek in excess of 6,019.

O. “Final Approval Hearing/Settlement Fairness Hearing”

The hearing at which the Court considers whether to finally approve the settlement documented by this Agreement and to enter the Final Award.

P. “Final Award”

The final award confirmed by the Court at the Final Approval Hearing. The Final Award shall include the judgment entered by the Court upon final approval of the settlement documented by this Agreement.

Q. “Gross Settlement Amount”

The total amount to be paid by Defendant pursuant to the Agreement. Subject to the potential Escalation Requirement, the Gross Settlement Amount shall equal \$200,000.00 (not including Defendant’s share of employer-side payroll taxes, which include FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) on the amount allocated as wages to be paid to Participating Settlement Class Members), which is a non-reversionary amount. The Gross Settlement Amount shall be delivered by Defendant, as required by this

Agreement. All payments associated with this Agreement shall be paid to the Settlement Administrator from the Gross Settlement Amount, including all payments to Participating Settlement Class Members, the Named Plaintiff, the Class Representative Enhancement Payment, Class Counsel (for Attorneys' Fees and Costs), the Labor and Workforce Development Agency ("LWDA") pursuant to Named Plaintiff's Labor Code Private Attorneys General Act of 2004 claim, including all amendments thereto, California Labor Code § 2698 et seq. ("PAGA"), all taxes (except Defendant's share of employer-side payroll taxes, which include FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) on the amount allocated as wages to be paid to Participating Settlement Class Members), and all payments to the Settlement Administrator. The Gross Settlement Amount does not include Defendant's share of "employer-side payroll taxes," which are defined as FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) taxes, on the portion of payments to Participating Settlement Class Members allocated as wages, which Defendant shall be responsible for paying separately.

R. "Individual Settlement Payment"

The amount due to each Participating Settlement Class Member from the Net Settlement Amount based on each Participating Settlement Class Member's share as per calculations herein, prior to any deductions for employee-side payroll and other applicable taxes.

S. "Named Plaintiff"

Plaintiff Eva Lopez

T. “Net Settlement Amount”

The Net Settlement Amount is the amount remaining from the Gross Settlement Amount (from which Individual Settlement Payments are to be made) after payment of all of the following:

1. Attorneys’ Fees and Costs, with Attorneys’ Fees not to exceed thirty-five percent of the Gross Settlement Amount (estimated to be \$70,000); and actual Costs incurred in an amount not to exceed \$15,000.
2. Settlement Administration Costs, not to exceed \$5,000. Ten (10) business days prior to the Final Approval Hearing, the Settlement Administrator shall provide to Defendant’s Counsel and Class Counsel a statement detailing the costs of administration of the settlement. A Form 1099 – NEC shall be issued to the Settlement Administrator.
3. The Class Representative Enhancement Payment to the Named Plaintiff Eva Lopez, not to exceed \$12,000.00. Named Plaintiff will also be entitled to receive an Individual Settlement Payment pursuant to this Agreement in addition to the Class Representative Enhancement Payment.
4. The PAGA Allocation of a total of \$10,000.00.

U. “Notice”

The Notice of Pendency of Class Action Settlement which describes the procedure and time period to opt out of or object to the settlement documented by this Agreement, and the date set for the Final Approval Hearing, and includes a request for exclusion form (substantially in the form attached hereto as Exhibit A).

V. “Notice Packet”

The documents that will be sent via regular mail to all Settlement Class Members, and which shall include the Notice.

W. “Notice Response Deadline”

The date no later than forty-five (45) calendar days after all Notice Packets are mailed to Settlement Class Members by the Settlement Administrator, and is synonymous with the Opt-Out/Objection Deadline, as defined below. Should the Court require a Notice Response Deadline of more than forty-five calendar days, then the Court required deadline shall apply.

X. “Opt-Out/Objection Deadline”

The date, no later than forty-five (45) calendar days after the date of the mailing of the Notice Packet, on or before which any written objection or request for exclusion from participating in the settlement documented by this Agreement must be signed and submitted in order to be effective. Should the Court require an Opt-Out/Objection Deadline of more than forty-five calendar days, then the Court required deadline shall apply.

Y. “PAGA Allocation”

The total sum of \$10,000.00 allocated from the Gross Settlement Amount to the settlement of the Released PAGA Claim asserted by Named Plaintiff in the Action, which constitutes penalties pursuant to the PAGA and which the Parties believe in good faith is a fair and reasonable amount. The PAGA Allocation will be distributed as follows: 25% to the Aggrieved Employees (\$2,500.00) (the “Net PAGA Distribution Amount”) as Individual PAGA Payments pursuant to the calculations and formulas set forth herein, and 75% to the California

Labor and Workforce Development Agency (\$7,500.00) as the Labor and Workforce Development Agency's share of the settlement of the PAGA penalties and Released PAGA claim.

Y. "PAGA Period"

The period from March 28, 2022 through February 27, 2024.

Z. "Participating Settlement Class Member"

A Settlement Class Member who does not submit a valid request for exclusion from participating in the settlement documented by this Agreement. Participating Settlement Class Members will release the Released Parties from the Released Claims as of the Effective Date. Settlement Class Members who submit a valid and timely request for exclusion from participating in the settlement documented by this Agreement shall no longer be a member of the Settlement Class, shall be barred from participating in the settlement documented by this Agreement, shall be barred from objecting to the settlement documented by this Agreement, and shall receive no benefit from the settlement documented by this Agreement.

AA. "Parties"

Defendant, the Named Plaintiff, the Participating Settlement Class Members, and the Aggrieved Employees.

BB. "Plaintiff's General Release"

The release set forth herein where the Named Plaintiff, in her individual capacity and on behalf of herself, her heirs, executors, representatives, administrators, agents, insurers, successors, and assigns, agrees to release the Released Parties from any and all claims,

obligations, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract or for violation of any state, federal or other statute, rule or regulation based on, arising out of, relating to or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted at any time up to and including the date she signs this agreement, including a waiver of Civil Code §1542.

As of the Effective Date, Plaintiff fully and finally releases and discharges the Released Parties from any and all claims, obligations, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to her employment, or the termination of her employment, with Released Parties, or any of them, and her compensation while an employee of Released Parties, or any of them. Plaintiff's General Release includes, but is not limited to, all claims arising from or related to the Action, or that could have been asserted in the Action based on the facts alleged in the Action. Plaintiff's General Release includes all claims for unpaid wages, including, but not limited to, failure to pay minimum wage, straight time compensation, overtime compensation, and interest; missed meal period and rest-period wages and premiums; paid sick leave violations; reimbursement for all necessary business expenses; confiscation of pay; payment for all hours worked, including off-the-clock work; wage statements; failure to keep accurate records; failure to timely pay wages at termination; penalties under the Private Attorneys' General Act, Labor Code section 2698, *et seq.*; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's General Release includes all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223, 224, 225, 225.5, 226, 226.7, 227.3, 450, 510, 511,

512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2698 et seq., and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200 et seq.; the California Civil Code, to include but not limited to, sections 3336 and 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal or state common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff’s General Release also includes all tort claims, all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys’ fees and costs, including those arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, as originally enacted and as amended, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Unruh Civil Rights Act, the California Family Rights Act, the Family Medical Leave Act, the Equal Pay Act, the United States and California Constitutions, and the California Fair Employment and Housing Act; and the law of contact and tort. This release covers and releases any and all claims that may be validly released as a matter of law, from the beginning of time up to and including the date she signs the Agreement, but excludes any release of claims not permitted by law.

CC. “Preliminary Approval Order”

The Order issued by the Court preliminarily approving the terms of the settlement set forth in this Agreement.

DD. “Released Class Claims”

The claims asserted in the Action for the Class Period on behalf of individuals employed in California in non-exempt positions, as amended, as well as any and all claims, obligations,

demands, rights, liabilities, complaints, charges, penalties, fines, wages, damages, liquidated damages, losses, restitutionary amounts, interest and/or causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, whether in tort, contract or for violation of any state, federal or other statute, rule or regulation, based on, arising from or related to the facts or claims asserted in the Action, as amended, or that could have been asserted in the Action based on the facts set forth in the Action and, including, but not limited to, (1) failure to pay overtime and double time wages in violation of Labor Code sections 510, 1194 *et seq.* and 1198; (2) failure to pay all hours worked and to timely pay all hours worked in violation of Labor Code sections 510, 1194 *et seq.*, 1194.2 and 1197, and/or any contract or agreement, including, but not limited to, failure to pay minimum wage in violation of Labor Code sections 1194 *et seq.*, 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation of Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and related premium pay in violation of Labor Code sections 226.7 and 516 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5) failure to reimburse all business-related expenses pursuant to Labor Code section 2802; (6) failure to maintain and timely furnish accurate itemized wage statements in violation of Labor Code section 226 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9, as well as failure to maintain accurate time and payroll records in violation of Labor Code section 1174 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (6) failure to timely pay all wages due to terminating employees in violation of Labor Code sections 201-203, as well as for related waiting time penalties pursuant to Labor Code section 203; and (7) unfair business practices in violation of Business & Professions Code section 17200, *et seq.* related to the above claims.

EE. “Released PAGA Claims”

All claims, liabilities and/or causes of action for civil penalties recoverable under the Private Attorneys General Act, Labor Code section 2698 *et seq.*, for violations alleged in the Action and/or Named Plaintiff’s Notice to the California Labor and Workforce Development Agency dated March 28, 2023 (“LWDA Notice”), or that could have been alleged in the Action and/or Named Plaintiff’s LWDA Notice based on the facts alleged in the Action and/or Named Plaintiff’s LWDA Notice, or that are related or attributable to, based on, or arise from the facts and/or claims alleged in the Action and/or Named Plaintiff’s LWDA Notice, occurring during the PAGA Period that Named Plaintiff, the Aggrieved Employees, and/or the State of California may have under the California Labor Code, California Industrial Welfare Commission (“IWC”) Wage Orders, California state regulations, and/or any other provisions of California state law, whether known or unknown, suspected or unsuspected, including but not limited to those arising from, related to, or attributable to any allegations that Named Plaintiff and/or the Aggrieved Employees suffered California Labor Code, IWC Wage Order and/or other violations of California state law based on and/or for (1) failure to pay overtime and double time wages in violation of Labor Code sections 510, 1194 *et seq.* and 1198; (2) failure to pay all hours worked and to timely pay all hours worked in violation of Labor Code sections 510, 1194 *et seq.*, 1194.2 and 1197, and/or any contract or agreement, including, but not limited to, failure to pay minimum wage in violation of Labor Code sections 1194 *et seq.*, 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation of Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and related premium pay in violation of Labor Code sections 226.7 and 516 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5) failure to maintain and timely furnish accurate itemized wage statements in violation of Labor Code section 226 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9, as well

as failure to maintain accurate time and payroll records in violation of Labor Code section 1174 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (6) failure to reimburse all business-related expenses pursuant to Labor Code section 2802; (7) failure to timely pay all wages due to terminating employees in violation of Labor Code sections 201-203, as well as for related waiting time penalties pursuant to Labor Code section 203; (8) violation of and penalties pursuant to California Labor Code section 558; and (9) any other violations or failures to comply with California Labor Code sections 1194 et seq., 200 et seq. and 500 et seq., and/or any applicable Wage Order of the California Industrial Welfare Commission. Without in any way limiting the foregoing, Named Plaintiff, the Aggrieved Employees and/or the State of California may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Action which are the subject matter of the Released PAGA Claim. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claim.

For the sake of clarity and avoidance of doubt, Aggrieved Employees may not opt out of or requested to be excluded from the settlement of the Released PAGA Claim documented by this Agreement, and such release of the Released Parties, and each of them, by Aggrieved Employees, and each of them, shall be automatic as of the Effective Date. As such, an Aggrieved Employee who submits a valid request for exclusion from participating in the settlement of the Released Class Claims documented by this Agreement shall remain an Aggrieved Employee and release the Released Parties from the Released PAGA Claim as of the Effective Date (and shall still receive an Individual PAGA Payment from the Net PAGA Distribution Amount pursuant to the calculations and formulas set forth herein). Further, Aggrieved Employees (and all Settlement Class Members) shall be barred from objecting to the settlement of the Released PAGA Claim documented by this Agreement.

FF. “Released Parties”

Released Parties means defendant Quality Built, LLC, and each of its present, former, and future parent, subsidiary, related and/or affiliate entities, and each of their predecessors, successors, and assigns, and each and all of their respective past and present members, shareholders, partners, directors, officers, employees, attorneys, insurers, servants, owners, investors, joint employers, founders, managers, managing agents, lenders, representatives and agents, and as to any individual their marital community, community property, trustees, executors, heirs, guardians and registered representatives. Without in any way limiting the foregoing, “Released Parties” expressly includes any individual or entity which could be jointly and/or severally liable with defendant Quality Built, LLC as to any of the Released Claims.

GG. “Settlement Administrator”

Phoenix Settlement Administrators

HH. “Settlement Administration Costs”

All costs incurred in administering the Settlement, in an amount not to exceed \$10,000.00.

II. “Settlement Class” and “Settlement Class Members”

All current and former non-exempt employees of Defendant, who were employed by Defendant in California at any time during the Class Period.

FF. “Workweek”

A week during the Class Period, commencing on Sunday at 12:01 a.m. and ending on

the following Saturday at 12:00 midnight, in which a Settlement Class Member worked one or more days for Defendant. Defendant estimates that the Settlement Class Members will have worked a total of approximately 5,472 Workweeks from the start of the Class Period (June 5, 2019) through and including February 27, 2024.

II. RECITALS

A. Procedural History. Plaintiff filed a complaint on June 5, 2023, in Kings County Superior Court against Quality Built followed by the operative First Amended Complaint (the “FAC”) on September 25, 2023. The FAC alleges claims for: (1) failure to pay minimum and overtime wages; (2) failure to provide rest periods; (3) failure to provide meal periods; (4) failure to reimburse all business-related expenses; (5) failure to provide itemized wage statements; (6) failure to timely pay wages upon separation of employment; (7) unfair competition under Business and Professions Code Section 17200, et seq.; and (8) a PAGA claim based on overlapping predicate violations and an alleged failure to provide sick leave and wage statements not reflecting accrued sick leave (collectively, the “Wage/Hour Claims”). The Parties acknowledge and agree that all of the foregoing causes of action were considered by the Parties in connection with reaching the settlement documented by this Agreement.

B. Mediation. On February 21, 2024, Defendant and the Named Plaintiff participated in a mediation with the Hon. Dickran M. Tevrizian (Ret.), a retired Judge who most recently served at the U.S. District Court for the Central District of California and who also served as a Judge for the Los Angeles Municipal Court as well as the Los Angeles County Superior Court. Judge Tevrizian is an experienced employment law and class action mediator. During the mediation, Named Plaintiff and Defendant discussed and mediated the claims asserted in the Action and the LWDA Notice, as set forth above, engaged in extensive, arms-length negotiations, and were able to reach an agreement on the terms of a settlement in accordance with the terms set forth in this Agreement. This settlement is the result of an

informed and detailed analysis of the risks facing both Defendant and Named Plaintiff in continuing to litigate the Action, including, but not limited to, careful consideration of the legal and factual obstacles to Named Plaintiff's prospects of obtaining class certification and on the merits, and Defendant's defenses, as well as Defendant's potential exposure and the additional costs of litigating the Action.

C. Conditional Class Certification. The Parties stipulate and agree to the certification of the Settlement Class for purpose of this Agreement only. In the event the settlement documented by this Agreement does not become final for whatever reason, the fact that the Parties were willing to stipulate to class certification as part of the settlement shall have no bearing on, and will not be admissible in connection with, the issue of whether any class should be certified in any subsequent proceeding. The Parties and their counsel further agree that they will not offer or make reference to this provisional stipulation to class certification for purposes of settlement in any subsequent proceeding in this action (except for purposes of having this settlement approved by the Court) or any other action.

D. No Admissions. The Parties understand, acknowledge, and intend that this Agreement and the terms set forth herein represent a compromise of disputed claims, and neither the existence of this Agreement or the conduct of any of the Parties hereto shall constitute or be construed as an admission of any liability or any wrongdoing whatsoever on the part of any of the Parties. Defendant disputes all claims alleged in the Action and does not by this Agreement admit any liability or wrongdoing whatsoever.

E. Settlement in the Interests of the Settlement Class. Defendant has provided Plaintiff with all information requested by Plaintiff in connection with the mediation. Specifically, Defendant provided Plaintiff with information regarding the putative Settlement Class Members, including information regarding the total class size, rates of pay and dates of employment of such individuals, as well as daily time punch records and payroll information. Defendant also produced its wage and hour policy and procedure related documents,

including its employee handbook, as well as Named Plaintiff's personnel file. Based on Plaintiff's counsel's own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the multiple risks facing Named Plaintiff in continuing to litigate the Action, including, but not limited to, the legal and factual obstacles to Named Plaintiff's prospects of obtaining class certification and on the merits, and Defendant's defenses, as well as the additional costs of litigating the Action and significant delay.

F. Defendant's Reasons for Settlement. Defendant and Defendant's Counsel concur that this Agreement is fair, adequate and in the best interest of the Settlement Class and each Settlement Class Member.

G. No Admission of Liability. Defendant disputes all claims alleged in the Action and does not by this Agreement admit any liability or wrongdoing whatsoever.

H. Full Investigation. The Named Plaintiff and Class Counsel fully investigated the factual and legal bases for the causes of action asserted in the Action, as explained above.

NOW, THEREFORE, in consideration of these Recitals, which are incorporated into the Agreement, and the mutual covenants, promises and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

III. TERMS OF THE SETTLEMENT

A. Gross Settlement Amount. In consideration for this Agreement and the release of claims of the Settlement Class and each Settlement Class Member thereof, and of the Aggrieved Employees, Defendant shall pay to the Settlement Administrator the Gross Settlement Amount within fourteen (14) calendar days after the Effective Date. All payments Defendant is required to make pursuant to this Agreement shall be made from the Gross Settlement Amount (not including Defendant's share of employer-side payroll taxes, which include FICA (Social

Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) on the amount allocated as wages to be paid to Participating Settlement Class Members). The Gross Settlement Amount includes all applicable federal, state and local income and employment taxes (except Defendant's share of employer-side payroll taxes, which include FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) on the amount allocated as wages to be paid to Participating Settlement Class Members), including but not limited to Employment Training Tax, State Disability Insurance, and state and federal personal income taxes (collectively, the "Taxes"). The Parties agree that there shall be no interest due or payable on the Gross Settlement Amount.

The Gross Settlement Amount of \$200,000.00 is non-reversionary.

B. Net Settlement Amount. The Net Settlement Amount shall be used to make Individual Settlement Payments.

Defendant shall not oppose any request submitted by Plaintiff's Counsel or Named Plaintiff for payment or reimbursement of the maximum amounts set forth in this Agreement for Class Counsel's Attorney's Fees and Costs, Settlement Administration Costs, the Class Representative Enhancement Payment and/or the payment of the PAGA Allocation, as set forth in the definition of "Net Settlement Amount" in Section I of this Agreement. If the Court in its discretion awards less than the maximum amounts of such payments as set forth in this Agreement, including, but not limited to, for Attorneys' Fees and Costs and/or the Class Representative Enhancement Payment, the lower award amount(s) will not reduce or impact the enforceability of this Agreement in any way and the unawarded portions shall be included in the Net Settlement Amount; provided, however, that if the Court awards less than the amount the Parties have agreed to allocate as penalties payable pursuant to the PAGA claims asserted in the Action as provided in Section III(N) of this Agreement, this Agreement will be voidable at the option of Defendant, as provided in Section IV(E) of this Agreement.

Defendant estimates that the Settlement Class Members will have worked a total of approximately 5,472 Workweeks during the Class Period. Should the Class List, upon delivery to the Settlement Administrator, include more than a ten percent (10%) increase in the total number of Workweeks worked by Settlement Class Members during the Class Period (e.g., more than 10% greater than 5,472 Workweeks worked by Settlement Class Members as of and including the final date of the Class Period, for a total of 6,019 or more Workweeks worked by Settlement Class Members as of and including the final date of the Class Period), then there shall be a pro rata adjustment to the Gross Settlement Amount in the amount of \$44.45 for each Workweek in excess of 6,019.

C. Non-Reversionary Settlement. The Gross Settlement Amount is non-reversionary. To the extent that a check for an Individual Settlement Payment is (1) undeliverable or (2) uncashed 180 days after issuance, the Individual Settlement Payment check shall be sent to the California Unclaimed Property Fund for the benefit of the Participating Settlement Class Member to whom the Individual Settlement Payment check is addressed, pursuant to section III(g) herein, *infra*.

D. Class List. Defendant will diligently and in good faith compile the Class List from its records and provide it to the Settlement Administrator within fifteen (15) calendar days after the Court issues its Preliminary Approval Order.

E. Allocation of the Net Settlement Amount to Settlement Class Members.

The Net Settlement Amount shall be divided among all Participating Settlement Class Members and distributed to Participating Settlement Class Members based on their number of Workweeks worked during the Class Period. Specifically, the Individual Settlement Payment that each Participating Settlement Class Member is entitled to receive under this Agreement will be determined by dividing the Net Settlement Amount by the total number of Workweeks worked by Settlement Class Members during the Class Period to produce the “standard workweek rate.” Each Participating Settlement Class Member shall then receive an Individual

Settlement Payment equal to the number of Workweeks that the Participating Settlement Class Member worked during the Class Period multiplied by the standard workweek rate. By way of example, and not limitation, if the Net Settlement Amount were \$250,000.00, and the total number of Workweeks worked by Settlement Class Members during the Class Period were 20,000, the standard workweek rate would be \$12.50 ($\$250,000 \div 20,000$). If a Participating Settlement Class Member worked 100 Workweeks during the Class Period, the Participating Settlement Class Member would receive an Individual Settlement Payment in the gross amount of \$1,250.00 (100 Workweeks X \$12.50 per Workweek). Each Participating Settlement Class Member shall be paid the standard workweek rate, subject to any applicable taxes and tax withholdings, for each Workweek they worked during the Class Period as reflected in the records of Defendant.

It is the intent of the Parties that the Net Settlement Amount shall be sufficient to pay all Individual Settlement Payments to Participating Settlement Class Members in accordance with the formula set forth above. In the event that the aggregate amount to be paid to Participating Settlement Class Members exceeds the Net Settlement Amount for any reason, each Participating Settlement Class Member's Individual Settlement Payment shall be reduced on a pro rata basis pursuant to the formula discussed immediately above so that the total amount to be paid to Participating Settlement Class Members does not exceed the Net Settlement Amount. In the event that the aggregate amount to be paid to Participating Settlement Class Members is less than 100% of the Net Settlement Amount, then the remaining residual balance shall be distributed to the Participating Settlement Class Members on a pro-rata basis pursuant to the formula discussed immediately above.

F. Allocation of Settlement Payments between Wages and Non-Wages.

The Parties have agreed that all Individual Settlement Payments to Participating Settlement Class Members will be allocated thirty-three point four percent (33.4%) to penalties, thirty-three point three percent (33.3%) to wages, and thirty-three point three percent (33.3%)

to interest. Forms W-2 and Forms 1099-MISC and 1099-INT will be issued to each Participating Settlement Class Member with respect to such payments appropriately reported on each of those forms. Specifically, Form W-2 will be issued for wages, Form 1099-MISC will be issued for penalty payments, and Form 1099-INT will be issued for interest. The Settlement Administrator shall be responsible for calculating, withholding, and reporting all required state and federal taxes and remitting such amounts to the appropriate taxing authorities. However, each Participating Settlement Class Member may have unique tax considerations, and the Settlement Administrator may not be required to withhold any taxes on certain portions of the settlement payments, such as amounts paid as interest and reported on a Form 1099-INT. As such, each Participating Settlement Class Member shall be responsible for remitting to state and/or federal tax authorities all applicable taxes that may be owed on the Individual Settlement Payment they receive. Each Participating Settlement Class Member expressly agrees to indemnify, defend, and hold harmless the Defendant and Released Parties, and each of them, against any claims, payments, fees, penalties, or other consequences that may result from the Participating Settlement Class Member's failure to pay the proper amount of taxes owed on the settlement payment received.

G. Time and Manner of Disbursements from Gross Settlement Amount. As set forth above, Defendant shall furnish the Gross Settlement Amount to the Settlement Administrator within fourteen (14) calendar days after the Effective Date. The Settlement Administrator shall make any payment approved by the Court for Class Counsel's Attorneys' Fees and Costs, any payment approved by the Court for the Class Representative Enhancement Payment, the PAGA Allocation, and all Individual Settlement Payments to Participating Settlement Class Members, within thirty (30) calendar days of the Effective Date.

Any checks issued to Participating Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. Within 60 days after Individual Settlement Payment checks are mailed, the third-party Settlement Administrator

shall mail postcards to all Participating Settlement Class Members who have not yet cashed their Individual Settlement Payment checks. The postcards shall inform such individuals of the upcoming void date for Individual Settlement Payment checks and offer to replace any checks that have been lost or were not received (any checks that are replaced for any reason will not restart or otherwise extend in any way the 180-day period for which checks remain valid and negotiable). If a Participating Settlement Class Member's Individual Settlement Payment check is undeliverable, or if a Participating Settlement Class Member does not cash their Individual Settlement Payment check within 180 days from the initial date of issuance, the Individual Settlement Payment check shall be sent to the California Unclaimed Property Fund for the benefit of the Participating Settlement Class Member to whom the Individual Settlement Payment check is addressed. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, because the entire Net Settlement Amount will be paid out to Participating Settlement Class Members, whether or not they all cash their Individual Settlement Payment checks. Therefore, unless the Court requires otherwise, Defendants will not be required to pay any interest on funds distributed to the Settlement Administrator.

Within fourteen (14) calendar days after the expiration of the one hundred and eighty (180) day period that checks remain negotiable, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a declaration, to be filed with the Court if the Court so requires, detailing the distribution of the Gross Settlement Amount and stating exactly the total amount of Participating Class Members' uncashed Individual Settlement Payment checks.

H. No Further Consideration Required. Defendant shall have no obligation to pay or provide any further consideration to any Settlement Class Member by reason of this Agreement or the foregoing payments, including but not limited to contributions to any 401(k) or other retirement or employee benefit plan, vacation or sick pay, or any tax contributions or payments. Any and all amounts owed pursuant to or in relation to this

Agreement shall be included in the Gross Settlement Amount, including all Taxes, except for Defendant's share of employer-side payroll taxes, which include FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) on the amount allocated as wages to be paid to Participating Settlement Class Members.

I. Release by Participating Settlement Class Members. As of the Effective Date, regardless of whether they actually receive notice of the settlement documented by this Agreement, and regardless of whether they receive any payment pursuant to this Agreement, Plaintiff and all Participating Settlement Class Members, and each of them, on behalf of themselves and their heirs, executors, representatives, administrators, agents, insurers, successors and assigns, agree to forever release and discharge the Released Parties from the Released Class Claims from the beginning of time up to and including the final date of the Class Period. Plaintiff and Participating Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Participating Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have fully, finally, and forever settled and released all of the Released Parties from all of the Released Class Claims as defined in this Agreement as of the Effective Date.

J. Plaintiff's General Release. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff, on behalf of herself and her heirs, executors, representatives, administrators, agents, insurers, successors and assigns, agrees to release the Released Parties from any and all claims, obligations, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract or for violation

of any state or federal statute, rule or regulation based on, arising out of, relating to or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted at any time up to and including the Effective Date, including a waiver of Civil Code §1542.

As of the Effective Date, Plaintiff fully and finally releases and discharges the Released Parties from any and all claims, obligations, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to her employment, or the termination of her employment, with Released Parties, or any of them, and her compensation while an employee of Released Parties, or any of them. Plaintiff's General Release includes, but is not limited to, all claims arising from or related to the Action, or that could have been asserted in the Action based on the facts alleged in the Action. Plaintiff's General Release includes all claims for unpaid wages, including, but not limited to, failure to pay minimum wage, straight time compensation, overtime compensation, and interest; missed meal period and rest-period wages and premiums; paid sick leave violations; reimbursement for all necessary business expenses; confiscation of pay; payment for all hours worked, including off-the-clock work; wage statements; failure to keep accurate records; failure to timely pay wages at termination; penalties under the Private Attorneys' General Act, Labor Code section 2698, *et seq.*; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's General Release includes all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223, 224, 225, 225.5, 226, 226.7, 227.3, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2698 *et seq.*, and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys

General Act of 2004 (“PAGA”); California Business and Professions Code section 17200 et seq.; the California Civil Code, to include but not limited to, sections 3336 and 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal or state common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff’s General Release also includes all tort claims, all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys’ fees and costs, including those arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, as originally enacted and as amended, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Unruh Civil Rights Act, the California Family Rights Act, the Family Medical Leave Act, the Equal Pay Act, the United States and California Constitutions, and the California Fair Employment and Housing Act; and the law of contract and tort. This release covers and releases any and all claims that may be validly released as a matter of law, from the beginning of time up to and including the date of her signature of this Agreement, but excludes any release of claims not permitted by law.

Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code § 1542, which provides as follows:

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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which she knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected,

which exist or may exist at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Released Parties, or any of them. The Parties further acknowledge, understand and agree that this Agreement would not have been entered into were it not for this representation and commitment. Without in any way limiting the foregoing, Plaintiff's General Release extends from the beginning of time up to and including the date of her signature on this Agreement.

K. Participating Settlement Class Members' Civil Code Section 1542

Waiver. Participating Settlement Class Members understand that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, arising from, related to or attributable to the Released Class Claims only. Participating Settlement Class Members hereby expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542 as to the Released Class Claims only, which provides as follows:

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.

Participating Settlement Class Members may hereafter discover claims or facts in addition to, or different from, those which they know or believe to exist, but Participating Settlement Class Members expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist, arising from, related to or attributable to the Released Class Claims. Participating Settlement Class Members further acknowledge, understand and agree that this Agreement would not have been entered into were it not for this representation and commitment.

L. Release of Released PAGA Claim by Aggrieved Employees and State of

California. As of the Effective Date, regardless of whether they actually receive notice of the settlement documented by this Agreement, and regardless of whether they receive any payment pursuant to this Agreement, the State of California, Named Plaintiff and all Aggrieved Employees, and each of them, on behalf of themselves and their heirs, executors, representatives, administrators, agents, insurers, successors and assigns, agree to forever release and discharge the Released Parties from the Released PAGA Claim from the beginning of the PAGA Period up to and including the final date of the PAGA Period. The State of California, Named Plaintiff and/or Aggrieved Employees may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and legal theories of recovery in this case which are the subject matter of the Released PAGA Claim. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claim, and by virtue of this Agreement, the State of California, Named Plaintiff and the Aggrieved Employees shall be deemed to have, and by operation of the final judgment approved by the Court, shall have fully, finally, and forever settled and released all of the Released Parties from the Released PAGA Claim as defined in this Agreement as of the Effective Date.

For the sake of clarity and avoidance of doubt, and without in any way limiting the foregoing, Aggrieved Employees may not opt out of or requested to be excluded from the settlement of the Released PAGA Claim documented by this Agreement, and such release of the Released Parties, and each of them, by Aggrieved Employees, and each of them, shall be automatic as of the Effective Date. As such, an Aggrieved Employee who submits a valid request for exclusion from participating in the settlement of the Released Class Claims documented by this Agreement shall remain an Aggrieved Employee and release the Released Parties from the Released PAGA Claim as of the Effective Date (and shall still receive an Individual PAGA Payment from the Net PAGA Distribution Amount pursuant to the calculations and formulas set

forth herein). Further, Aggrieved Employees (and all Settlement Class Members) shall be barred from objecting to the settlement of the Released PAGA Claim documented by this Agreement.

Further, without in any way limiting the foregoing, and for the avoidance of doubt, Named Plaintiff, the Aggrieved Employees and the State of California also release the Released Parties from any and all claims for attorneys' fees and/or costs incurred in connection with the Action or otherwise, including, but not limited to, in connection with prosecuting the Released PAGA Claim, other than those Attorneys' Fees and Costs set forth in this Agreement that are to be paid from the Gross Settlement Amount to the extent they are approved by the Court.

M. Continuing Jurisdiction. The Parties agree that once the Court grants final approval to the Agreement and makes its Final Award, the settlement documented by this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure § 664.6 and as otherwise allowed by law, and the Court shall retain exclusive and continuing jurisdiction of this action over all Parties, Aggrieved Employees and Settlement Class Members to interpret and enforce the terms, conditions, and obligations of this Agreement.

N. Circular 230 Disclaimer

EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

O. LWDA/PAGA Payment, Individual PAGA Payments, Tax Treatment of Individual PAGA Payments. The Parties agree to allocate from the Gross Settlement Amount, subject to Court approval, the PAGA Allocation of \$10,000.00 to the PAGA claims asserted in the Action and in consideration of Named Plaintiff, Aggrieved Employees and the State of California releasing the Released Parties from the Released PAGA Claim as set forth herein. A payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid directly to the LWDA from the Gross Settlement Amount. The remaining Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) (the "Net PAGA Distribution Amount") shall be distributed to the Aggrieved Employees from the Gross Settlement Amount as Individual PAGA Payments according to the formula described immediately below in this Section of the Agreement.

The Net PAGA Distribution Amount shall be divided among all Aggrieved Employees and distributed to Aggrieved Employees based on their number of Workweeks worked during the PAGA Period. Specifically, the Individual PAGA Payment that each Aggrieved Employee is

entitled to receive under this Agreement will be determined by dividing the Net PAGA Distribution Amount by the total number of Workweeks worked by Aggrieved Employees during the PAGA Period to produce the “standard PAGA workweek rate.” Each Aggrieved Employee shall then receive an Individual PAGA Payment equal to the number of Workweeks that the Aggrieved Employee worked during the PAGA Period multiplied by the standard PAGA workweek rate. By way of example, and not limitation, if the Net PAGA Distribution Amount is \$3,750.00, and the total number of Workweeks worked by Aggrieved Employees during the PAGA Period is 5,000, the standard PAGA workweek rate would be \$0.75 ($\$3,750 \div 5,000$). If an Aggrieved Employee worked 25 Workweeks during the PAGA Period, the Aggrieved Employee would receive an Individual PAGA Payment in the gross amount of \$18.75 (25 Workweeks X \$0.75 per Workweek). Each Aggrieved Employee shall be paid the standard PAGA workweek rate, subject to any applicable taxes and tax withholdings (if any), for each Workweek they worked during the PAGA Period as reflected in the records of Defendant.

It is the intent of the Parties that the Net PAGA Distribution Amount shall be sufficient to pay all Individual PAGA Payments to Aggrieved Employees in accordance with the formula set forth above. In the event that the aggregate amount to be paid to Aggrieved Employees in the form of Individual PAGA Payments exceeds the Net PAGA Distribution Amount for any reason, each Aggrieved Employee’s Individual PAGA Payment shall be reduced on a pro rata basis pursuant to the formula discussed immediately above so that the total amount to be paid to Aggrieved Employees in the form of Individual PAGA Payments does not exceed the Net PAGA Distribution Amount. In the event that the aggregate amount to be paid to Aggrieved Employees in the form of Individual PAGA Payments is less than 100% of the Net PAGA Distribution Amount, then the remaining residual balance shall be distributed to the Aggrieved Employees on a pro-rata basis pursuant to the formula discussed immediately above.

The Parties have agreed that all Individual PAGA Payments to Aggrieved Employees will be allocated one hundred percent (100%) to penalties. Form 1099-MISC will be issued to

each Aggrieved Employee with respect to each Aggrieved Employee's Individual PAGA Payment. The Settlement Administrator shall be responsible for calculating, withholding, and reporting all required state and federal taxes (if any) and remitting such amounts to the appropriate taxing authorities in connection with each Aggrieved Employee's receipt of an Individual PAGA Payment. However, each Aggrieved Employee may have unique tax considerations, and the Settlement Administrator may not be required to withhold any taxes on each Aggrieved Employee's Individual PAGA Payment. As such, each Aggrieved Employee shall be responsible for remitting to state and/or federal tax authorities all applicable taxes that may be owed on the Individual PAGA Payment they receive. Each Aggrieved Employee expressly agrees to indemnify, defend, and hold harmless the Defendant and Released Parties, and each of them, against any claims, payments, fees, penalties, or other consequences that may result from the Aggrieved Employee's failure to pay the proper amount of taxes owed on the Individual PAGA Payment received.

IV. SETTLEMENT ADMINISTRATION

A. Appointment of Administrator and Duties. The Parties agree to the appointment of Phoenix Settlement Administration (the "Settlement Administrator") to perform the duties of a Settlement Administrator for the purpose of mailing the Notice Packets, which shall include verifying the Workweeks of Settlement Class Members and amounts due to them as set forth in this Agreement.

The Settlement Administrator is responsible for printing and mailing the Notice Packets, receiving and reporting the opt-out and objections submitted by Settlement Class Members; the distributions pursuant to this Agreement and final order(s) of the Court of Individual Settlement Payments, W-2 forms, and 1099 forms to Participating Settlement Class Members and Aggrieved Employees receiving a settlement payment; issuing the PAGA payment to the LWDA; calculating, withholding and remitting all required state and federal taxes; calculating Defendant's employer-side payroll taxes (FICA (Social Security

and Medicare), and unemployment insurance (FUTA and SUTA/SUI)) on the amount allocated as wages to be paid to Participating Settlement Class Members; reporting and filing all tax-related information and the sums withheld with state and federal agencies; and informing the Parties and the Court of its fulfillment of the duties imposed by this Agreement. Upon completion of its review, the Settlement Administrator shall provide the Parties with a report stating the amount of all payments made to each Participating Settlement Class Member and Aggrieved Employees. The Settlement Administrator shall establish a settlement payment center address, telephone number, and facsimile number to receive Settlement Class Members' inquiries about the Notice Packet, requests to be excluded from the settlement documented by this Agreement, objections, and inquiries regarding Individual Settlement Payments. The Settlement Administrator shall also be responsible for any other tasks that the Parties mutually agree or the Court orders the Settlement Administrator to perform.

The Parties represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

B. Notices to Class Members and Aggrieved Employees. Notice of the Agreement shall be provided to all Settlement Class Members (including all Aggrieved Employees) using the following procedures: Within ten (10) calendar days of the receipt of the Class List, the Settlement Administrator shall mail, by first-class mail, to each Settlement Class Member at his or her last known postal address a Notice Packet, in both English and Spanish. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. If a new address is obtained by way of a returned Notice Packet, then the Settlement Administrator shall promptly forward the original Notice Packet to the updated address via first-class regular U.S. Mail. The Notice Packet upon which the Parties' agree is attached

hereto as Exhibit A.

For any Settlement Class Members for whom the mailing is returned as undeliverable, the Settlement Administrator shall seek to locate the Settlement Class Member(s) through reasonable and customary efforts used in the administration of such settlements. This will require the Settlement Administrator to perform a standard skip trace effort to attempt to obtain a current mailing address for that Settlement Class Member and to re-mail any returned mail to a current postal address. The Settlement Administrator is not required to conduct more than one skip trace report for a Settlement Class Member, and need only do so for mail returned as undeliverable. Consistent with the California Code of Civil Procedure, it will be conclusively established that if an envelope has not been returned within forty-five (45) days of the mailing, that the Settlement Class Member received the Notice Packet. In the event that the procedures in this section are followed and the intended recipient of the Notice Packet still does not receive the Notice Packet, the Settlement Class Member shall be bound by all terms of the Agreement and any Final Award entered and approved by the Court.

The Settlement Administrator also will supply Defendant's Counsel with an updated address list for the Settlement Class Members, reflecting any corrections or updates made by the Settlement Administrator in the course of administering Notice to Settlement Class Members.

C. Objection, Dispute and Exclusion Process.

1. Any Settlement Class Member, except Named Plaintiff, who wishes to object to the settlement documented by this Agreement and/or dispute any of the data used to calculate their Individual Settlement Payment shall be allowed to indicate and explain such disagreement. Any such dispute or objection must be in writing and must be mailed or faxed to the Settlement Administrator no later than the Opt-Out/Objection Deadline. The date of the postmark on the return envelope or date of facsimile transmission, as applicable, shall be the exclusive means used to determine whether a

Settlement Class Member's objection or dispute as to the calculation or application of the formula for determining their Individual Settlement Payment is "timely."

Any written objection to the settlement documented by this Agreement must be in writing and must state each specific objection with legal and factual support for each objection, and must state the Settlement Class Member's full name, address, last four digits of their Social Security Number and the dates of their employment by Defendant. Any timely objections received prior to the filing of Plaintiff's motion for final approval of the settlement documented by this Agreement will be filed by Plaintiff along with such motion and Plaintiff's motion may include any responses by Plaintiff and Defendant to such objections. Any timely objections received on or after the filing of the motion for final approval will be filed with the Court by Plaintiff, along with Plaintiff's and Defendant's response(s) thereto, at least ten calendar days prior to the Final Approval Hearing. Settlement Class Members who fail to make an objection in the manner specified above may still appear at the final approval hearing to make an objection.

To the extent that there is a dispute as to the data used to calculate a Settlement Class Member's Individual Settlement Payment, the Settlement Administrator shall resolve the disagreement with the Settlement Class Member using the employee records provided by Defendant and the Settlement Class Member. Any such written dispute by a Settlement Class Member must specifically explain the Settlement Class Member's disagreement, and must include the Settlement Class Member's full name, address, telephone number, last four digits of their Social Security Number and dates of employment by Defendant, and shall be signed and dated by the Settlement Class Member. In the event of a dispute or discrepancy between a Settlement Class Member's records and the information reflected in Defendant's records, the records of Defendant will control. The Settlement Administrator's decisions as to dates of employment and claim amounts will be subject to challenge before the Court.

2. Settlement Class Members, except Named Plaintiff, may opt out of the settlement documented by this Agreement by mailing or faxing a completed written request for exclusion from participating in the settlement documented by this Agreement (using the form included in the Notice Packet) to the Settlement Administrator no later than the Opt-Out/Objection Deadline indicating they have received the Notice, decided not to participate in the Settlement documented by this Agreement, and desire to be excluded from the Settlement documented by this Agreement, as set forth in the Notice. The request for exclusion from participating in the settlement documented by this Agreement must be postmarked or, if sent by fax, received, no later than the Opt-Out/Objection Deadline, and must also set forth the particular Settlement Class Member's name, address, telephone number and last four digits of their Social Security Number, and also be signed and dated by the Settlement Class Member. Any Settlement Class Member, except Named Plaintiff, who submits a valid and timely request for exclusion from participating in the settlement documented by this Agreement shall no longer be a member of the Settlement Class, shall be barred from participating in the settlement documented by this Agreement, shall be barred from objecting to the settlement documented by this Agreement, shall be barred from receiving an Individual Settlement Payment, and shall receive no benefit from the settlement documented by this Agreement. However, Settlement Class Members shall be permitted to rescind their request for exclusion from participating in the settlement documented by this Agreement in writing by submitting a written rescission statement to the Settlement Administrator no later than one (1) business day before the Final Approval Hearing by either fax or U.S. Mail, orally at the Final Approval Hearing, or as otherwise ordered by the Court, as set forth in the Notice. If the rescission statement is in writing, it must include the particular Settlement Class Member's name, address, telephone number and last four digits of their Social

Security Number and be signed and dated by the Settlement Class Member. Any Settlement Class Member who does not timely and validly submit a request for exclusion from participating in the settlement documented by this Agreement will automatically become a Participating Settlement Class Member and be bound by all terms and conditions of this Agreement, including its release of claims, if the Agreement is approved by the Court, and be bound by the Final Award, regardless of whether they have objected to this Agreement, regardless of whether they actually receive notice of the settlement documented by this Agreement, and/or regardless of whether they receive any payment pursuant to this Agreement.

3. Named Plaintiff agrees to sign this Agreement and, by signing this Agreement: (1) agrees to be bound by the terms of this Agreement, (2) agrees not to request to be excluded from the Settlement Class or to opt-out of the settlement documented by this Agreement, and (3) represents that she has no objection to any of the terms of this Agreement. Non-compliance by Named Plaintiff with this paragraph shall be void and of no force or effect. Any such request for exclusion, to opt-out, or objection by Named Plaintiff shall therefore be void and of no force or effect.

4. Named Plaintiff and Defendant agree that neither they nor their counsel shall solicit or otherwise encourage, directly or indirectly, Settlement Class Members to request exclusion from the Settlement Class, object to this Agreement, dispute this Agreement, challenge this Agreement, or appeal the Final Award. This shall not impair or limit Class Counsel's ability to explain the opt out, objection or dispute procedures and implications to Class Members if Class Members contact Class Counsel to inquire about these items.

5. A Settlement Class Member who properly and timely submits a request for exclusion from participating in the settlement documented by this Agreement will not become a Participating Settlement Class Member, will not be bound by this Agreement, and is

not entitled to any Individual Settlement Payment.

6. The Settlement Administrator shall provide weekly reports to Named Plaintiff and Defendant documenting opt-outs, objections, challenges, mailing and re-mailing of Notice Packets to Settlement Class Members, and efforts to locate Settlement Class Members whose Notice Packets are returned as undeliverable. The Settlement Administrator shall provide copies of all requests for exclusion from participating in the settlement documented by this Agreement, as well as all objections to the settlement documented by this Agreement, to Plaintiff's Counsel and Defendant's Counsel within five calendar days after receipt.

D. Taxes. It shall be the responsibility of the Settlement Administrator to timely and properly calculate, withhold, and pay from Individual Settlement Payments all taxes payable by each Settlement Class Member and all Taxes. The Settlement Administrator shall prepare and deliver the necessary tax documentation for signature by all necessary Parties and, thereafter, cause the appropriate deposits of withholding and payroll taxes, including Taxes, and filing of any and all necessary informational and other tax documents, including but not limited to reports of wage portions of payments to Settlement Class Members. It also shall be the responsibility of the Settlement Administrator to pursue tax refunds on any uncashed checks and to remit any such refunds in accordance with this Agreement. Defendant does not intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, and Plaintiff and the Settlement Class Members agree that they are not relying upon Defendant, the Released Parties, or any of them, for tax advice. The tax issues for each Settlement Class Member may be unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payment made pursuant to this Agreement.

E. Final Approval Hearing or Voiding of Agreement.

After the Court issues its Preliminary Approval Order, notice has been transmitted to the Settlement Class Members, and Settlement Class Members have had an opportunity for objecting to and/or opting-out of the settlement documented by this Agreement, a Final Approval Hearing shall be held on a date set by the Court. At the Final Approval Hearing the Court will be asked to give final approval to the settlement documented by this Agreement and to enter the Final Award, and to rule on Class Counsel's request for Attorney's Fees and Costs, Named Plaintiff's request for a Class Representative Enhancement Payment, the settlement of the PAGA claims asserted in the Action and to approve the requested fee of the Settlement Administrator. Plaintiff's Counsel shall file a motion for final approval on or before the deadline specified by the Court, to include, among other things, proof of the mailing and distribution of the Notice Packets to Settlement Class Members. Prior to the Final Approval Hearing, Plaintiff's Counsel will prepare and, after review and approval by Defendant's Counsel, submit to the Court a proposed final approval order and judgment: (i) approving the settlement documented by this Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions; (ii) approving Plaintiff's Counsel's application for Attorneys' Fees and Costs, including the Settlement Administration Costs; (iii) approving the Class Representative Enhancement Payment to Named Plaintiff; and (iv) permanently barring and enjoining all Participating Settlement Class Members from prosecuting against the Released Parties any Released Claims, upon satisfaction of all payments and obligations in this Agreement. After the Court grants final approval of the settlement documented by this Agreement the Parties shall obtain entry of a judgment. Upon the completion of all distributions in accordance with the terms of the judgment, Plaintiff's Counsel shall prepare, file and serve on Defendant's Counsel an Acknowledgement of Satisfaction of the judgment in full.

If the Court disapproves or refuses to enforce sections III(A), III(C), III(E), III(F), III(G), III(H), III(I), III(J), III(K), and/or III(N) of this Agreement, this Agreement shall be voidable at

the option of Defendant, in which case if Defendant exercises its option to void this Agreement it shall be of no further force and effect, and shall not be used or admissible in any subsequent proceeding for any purpose or with respect to any issue whatsoever, substantive or procedural. Additionally, Defendant, in its sole discretion, may rescind this Agreement if more than 5% of Settlement Class Members opt out of the Settlement Class by submitting a valid and timely request for exclusion from participating in the settlement documented by this Agreement. Defendant may exercise its option to void or rescind this Agreement pursuant to this section by giving notice, in writing, to Plaintiff's Counsel and the Court before the later of fourteen (14) calendar days of the Court's order disapproving or refusing to enforce any portion of the aforementioned sections (III(A), III(C), III(E), III(F), III(G), III(H), III(I), III(J), III(K), and/or III(N)) or twenty-one (21) calendar days following the last day in which a Settlement Class Member may timely request to opt out of the settlement documented by this Agreement. In such case, the Parties and any funds to be awarded under this Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees and/or costs already incurred by the Settlement Administrator shall be split equally between Plaintiff and Defendant.

However, in the event the Court disapproves or refuses to enforce sections III(A), III(C), III(E), III(F), III(G), III(H), III(I), III(J), III(K), and/or III(N) of this Agreement, prior to exercising its option to void the Agreement, Defendant shall be required to negotiate with Plaintiff in good faith in an effort to resolve the issue by amending this Agreement or otherwise.

F. Notice of Judgment. The Settlement Administrator shall mail, by U.S. Mail, notice of the Court's final judgment in this matter for review by Settlement Class Members along with each Settlement Class Member's settlement check. The Settlement Administrator shall additionally post on its website notice of the Court's final judgment in this matter. The mailing

and posting of the Court's final judgment in this matter shall constitute notice of judgment to Settlement Class Members, as required by California Rule of Court, Rule 3.771(b).

V. MISCELLANEOUS PROVISIONS

A. Settlement Documents. It shall be the responsibility of Plaintiff's Counsel, at Named Plaintiff's and Plaintiff's counsel's expense, to prepare and seek preliminary and final approval of the settlement documented by this Agreement by the Court. The motion for preliminary approval and motion for final approval shall be subject to approval by Defendant's Counsel. Defendant's Counsel shall have a minimum of five (5) court days to review the motion for preliminary approval and all supporting documents in a finalized form substantially ready for filing with the Court, and a minimum of five (5) court days to review the motion for final approval and all supporting documents in a finalized form substantially ready for filing with the Court, before Plaintiff's Counsel files either such motion with the Court. The motions for preliminary approval and final approval shall be subject to the approval of Defendant's Counsel with regard to factual representations, statements regarding Defendant and/or Defendant's positions and/or arguments related to the subject matter of and claims in the Action, and any confidential or private information of Defendant and/or the Settlement Class Members and Aggrieved Employees. Defendant's Counsel explicitly agrees to waive statutory notice of the preliminary and final approval motions, and agrees to accept service electronically of the preliminary and final approval papers on the day papers are filed with the Court. The motion for final approval shall, among other things, request that the Court enter judgment approving the class settlement presented by this Agreement. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall also cause this Agreement to be filed with the LWDA before or at the same time this Agreement is submitted to the Court, and shall take any and all other actions necessary to cause the PAGA claim asserted in the Action to be extinguished to the fullest extent permitted by law. The Parties, Plaintiff's Counsel, Defendant's Counsel and the Settlement Class Members agree not to, and expressly

waive any right they may have to, appeal a judgment entered in conformance with this Agreement.

B. Integration. Subject to final approval by the Court, this Agreement constitutes the final and complete agreement of the Parties with respect to the subject matter hereof and all Released Class and PAGA Claims, and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matters directly, indirectly or collaterally related to the subject matter of this Agreement. The Parties have expressly and intentionally included in this Agreement all collateral or additional agreements which may, in any manner, touch or relate to any of the subject matter of this Agreement and, therefore, all promises, covenants and agreements, collateral or otherwise, are included herein. The Parties acknowledge that, except as specifically stated in this Agreement, no party has relied on any statement, promise, representation or warranty whatsoever, which is not expressly contained herein in entering into this Agreement.

The Parties intend this Agreement to constitute an integration of all their agreements, and each party understands that in the event of any subsequent litigation, controversy or dispute concerning any of its terms, conditions or provisions, no party hereto shall be permitted to offer or introduce any oral or extrinsic evidence concerning any other alleged collateral or oral agreement between the Parties not included herein.

C. Interpretation. In the event that any language in this Agreement is held to be uncertain, any such language shall not be interpreted against any party based on authorship of such language. Each of the Parties and their counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect of any ambiguities in an agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Each of the Parties represents and warrants that the attorney approving this Agreement as to form on his, her, or its behalf is the attorney employed to represent him, her, or it with respect to this Agreement, and all matters covered by and related to it; and he, she, or it

has been fully advised by those attorneys with respect to his, her, or its rights and obligations as to this Agreement. The Parties declare that they know and understand the contents of this Agreement, and they have executed it voluntarily.

D. Attorneys' Fees. If any court action is taken by a party to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover attorneys' fees and costs, including attorneys' fees and costs on appeal.

E. Authority. The Parties, and each of them, represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals that are conditions precedent to their authority to execute this Agreement.

F. No Assignment. The Parties each represent and warrant that they have not assigned, transferred or encumbered any liability or claim released by this Agreement. Each Party shall defend and indemnify the other Parties from and against any breach of the representation in this section.

G. Cooperation. The Parties shall fully cooperate with each other to accomplish the terms of this Agreement and to obtain entry of judgment in the Action and final adjudication of all claims asserted therein to the fullest extent permitted by law, including execution of such documents and taking of other action as may be reasonably necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall take all necessary steps to secure the Court's preliminary and final approval of this Agreement.

H. Counterparts/Faxed or PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be sent by email. Signatures sent by fax, email or as an electronic image are agreed to be binding as if they were originals.

I. No Unintended Waivers. No waiver by any party of any provision hereof shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or any other provision hereof.

J. Severability. If any provision of this Agreement is found to be illegal or unenforceable, then to the maximum extent permitted by law, any such provision shall be deemed stricken and the remaining provisions thereof shall remain in full force and effect unless the effect of the striking of any such provision(s) adversely and materially affects the overall purpose of the Agreement, to wit: a full and final resolution of the dispute between the Parties to the Agreement and the Action. In the event of a breach, this Agreement may be specifically enforced.

K. Modifications to this Agreement. Other than as specified above, this Agreement cannot be amended or modified except by a writing executed by all of the Parties or their counsel which expresses, by its terms, an intention to modify this Agreement, and which is approved by the Court.

L. Successors. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective administrators, trustees, heirs, executors, personal representatives, successors and assigns.

M. Choice of Law. This Agreement shall be governed by the substantive law of the State of California applicable to contracts entered into and to be fully performed within the State of California.

N. Survival. This Agreement and the mutual releases granted herein will survive the entry of judgment and/or dismissal with prejudice of the Action referenced herein.

O. Settlement Is Fair, Adequate, and Reasonable. The Parties believe the settlement documented by this Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at the settlement documented by this Agreement in arm's length negotiations, taking into account all relevant factors, present and potential. The settlement

documented by this Agreement was reached after extensive negotiations, including an arms'-length negotiation at mediation before respected mediator the Hon. Dickran M. Tevrizian (Ret.) on February 21, 2024, as discussed herein above. The Parties hereby agree that this Agreement is admissible or subject to disclosure and waive any confidentiality protections for this Agreement under California Evidence Code Section 1123.

P. Interim Stay of Proceedings. The Parties agree to the Court staying and holding all proceedings in the Action, except such proceedings necessary to implement and complete the settlement documented by this Agreement, in abeyance pending the Final Approval Hearing to be conducted by the Court.

Q. Exhibits and Headings. The terms of this Agreement include the terms as set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

R. No Retaliation. Defendant shall not take any adverse action against any Settlement Class Member because of the Action or because of the existence of, and/or their participation in, the Agreement, or because they choose to benefit from the Agreement or to object to the Agreement. Defendant shall not take action to discourage Settlement Class Members from participating in the settlement documented by this Agreement.

[signatures on the following page]

THE ABOVE TERMS AND CONDITIONS ARE HEREBY AGREED TO BY THE
UNDERSIGNED PARTIES.

EVA LOPEZ, on behalf of herself, the Settlement
Class, the State of California, and the Aggrieved
Employees and as the Named Plaintiff

Date: 05 / 20 / 2024

By: 

QUALITY BUILT, LLC

Date: _____

By: _____

Name: _____

Position: _____

THE ABOVE TERMS AND CONDITIONS ARE HEREBY AGREED TO BY THE
UNDERSIGNED PARTIES.

EVA LOPEZ, on behalf of herself, the Settlement
Class, the State of California, and the Aggrieved
Employees and as the Named Plaintiff

Date: _____

By: _____

QUALITY BUILT, LLC

Date: 5/31/2024

By: 

Name: John Leonard

Position: CFO

EXHIBIT A

Eva Lopez v. Quality Built, LLC
Kings County Superior Court, Case No. 23CU0207
NOTICE OF CLASS ACTION SETTLEMENT

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.

You are being sent this Notice of Class Action Settlement (“Notice”) because records indicate that you were employed by Quality Built, LLC (“Quality Built” or “Defendant”) as a non-exempt employee in the State of California at any time from June 5, 2019 through February 27, 2024 (“Class Members”). This Notice relates to a proposed settlement of putative class action litigation (“Settlement”) brought against Defendant by plaintiff Eva Lopez (“Plaintiff”) in the California State Court for the County of Kings, titled *Eva Lopez, on behalf of herself and all “aggrieved employees” pursuant to Labor Code §2698 et seq., v. Quality Built, LLC, a Delaware limited liability company, and DOES 1 through 10, inclusive*, Case No. 23CU0207 (the “Action”). Where appropriate, Plaintiff and Defendant will hereafter be collectively referred to as the “Parties.”

If you are a Class Member, this Notice contains important information about your right to a settlement payment or to be excluded from the Settlement according to the procedures described below.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, which the California State Court for the County of Kings, with the Honorable Valerie Chrissakis presiding (hereafter, the “Court”), entered on [preliminary approval date order], you are hereby notified as follows:

A proposed Settlement has been reached between the Parties in the Action. The proposed Settlement is on behalf of all current and former non-exempt employees employed by Defendant in the State of California at any time from June 5, 2019 through February 27, 2024.

The Court, with the Honorable Valerie Chrissakis presiding, will hold a hearing at the Kings County Superior Court, Department 8, located at 1640 Kings County Drive, Hanford, CA 93230 on [date and time], or such other, later date that the Court may authorize, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate (hereafter, the “Final Approval Hearing,” defined as the hearing at which the Court enters a judgment or other order approving the Settlement). The Court will also be asked to approve counsel for the Class Members’ (“Class Counsel”) request for attorneys’ fees, litigation expenses, administrative costs, and the class representative enhancement payment. The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at this hearing.

II. WHAT THIS LITIGATION IS ABOUT
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On or about June 5, 2023, Plaintiff filed her putative representative action Complaint in the Action against Defendant. On or about September 25, 2023, Plaintiff filed the operative putative class and representative action First Amended Complaint in the Action, alleging claims for: (1) failure to pay overtime and double time wages in violation of California Labor Code sections 510, 1194 et seq. and 1198; (2) failure to pay all hours worked and to timely pay all hours worked in violation of California Labor Code sections 510, 1194 et seq., 1194.2 and 1197, and/or any contract or agreement, including, but not limited to, failure to pay minimum wage in violation of California Labor Code sections 1194 et seq., 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation of California Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and related premium pay in violation of California Labor Code sections 226.7 and 516 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5) failure to reimburse all business-related expenses pursuant to California Labor Code section 2802; (6) failure to maintain and timely furnish accurate itemized wage statements in violation of California Labor Code section 226 and the Industrial Welfare Commission

Questions? Contact the Settlement Administrator toll-free at 1-*-***-*** or [EMAIL].**

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NOTICE OF CLASS ACTION SETTLEMENT

Wage Orders, including, but not limited to, Wage Orders 4 and 9, as well as failure to maintain accurate time and payroll records in violation of California Labor Code section 1174 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (6) failure to timely pay all wages due to terminating employees in violation of California Labor Code sections 201-203, as well as for related waiting time penalties pursuant to California Labor Code section 203; (7) unfair business practices in violation of Business & Professions Code section 17200, et seq. related to the above claims; and (8) violation of and penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (the “PAGA”), including pursuant to California Labor Code section 558. The Parties acknowledge and agree that all of the foregoing causes of action were asserted in the Action and considered by the Parties in connection with reaching the Settlement.

Defendant vigorously denies the allegations in the Action and contends that it has acted in compliance with the law at all times. There has been no finding of any wrongdoing or liability by Defendant. Defendant wishes to settle the Action to avoid costly, disruptive, and time-consuming litigation.

Plaintiff and Defendant have now reached a class-wide Settlement. Accordingly, the Parties have entered into a Settlement Agreement and Release to settle the Action, which the Court preliminarily approved on [Insert date of preliminary approval order].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue litigation of the Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted, including participating in a mediation with the Hon. Dickran M. Tevrizian (Ret.), an experienced employment law and class action mediator and retired Judge. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interest of all Class Members (including all “PAGA Members,” as defined below).

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the total amount of Two Hundred Thousand Dollars (\$200,000.00) (“Gross Settlement Amount”).

The Gross Settlement Amount includes: (a) all Individual Settlement Payments (each Participating Class Member’s share of the Net Settlement Amount, as determined based on the calculations discussed below, minus applicable withholdings) to the Participating Class Members (as defined below); (b) all Individual PAGA Payments (each PAGA Member’s share of the Net PAGA Distribution Amount, as determined based on the calculations discussed below) to the PAGA Members (as defined below) in a total amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00); (c) the attorneys’ fees award to Class Counsel in a total amount not to exceed 35% of the Gross Settlement Amount and estimated to be Seventy Thousand Dollars (\$70,000.00), and the cost award to Class Counsel in a total amount not to exceed Fifteen Thousand Dollars (\$15,000.00); (d) payment of settlement administration costs in a total amount not to exceed Five Thousand Dollars (\$5,000.00); (e) the class representative enhancement payment to the named Plaintiff, Eva Lopez, in a total amount not to exceed Twelve Thousand Dollars (\$12,000.00); (f) all applicable taxes in connection with all payments associated with the Settlement, including, but not limited to, any and all applicable federal, state and/or local income, payroll and/or employment taxes (except the Gross Settlement Amount does not include Defendant’s share of employer-side payroll taxes, which are defined as FICA (Social Security and Medicare), and unemployment insurance (FUTA and SUTA/SUI) on the amount that is allocated as wages to be paid to Participating Class Members (as defined below)); and (g) payment to the California Labor and Workforce Development Agency (“LWDA”) in the total amount of Seven Thousand Five Hundred Dollars (\$7,500.00) as the LWDA’s share of the settlement of the Released PAGA Claim.

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The balance that remains after deductions for the class representative enhancement payment to the named Plaintiff, attorneys' fees and costs to Class Counsel, all applicable taxes (except employer-side payroll taxes, as discussed above), settlement administration fees and expenses, and the PAGA Allocation (as defined below) ("Net Settlement Amount") will be paid to Class Members, provided they do not opt out of the settlement of the Released Class Claims (a Class Member who does not opt out of the settlement of the Released Class Claims shall be referred to herein as a "Participating Class Member").

The Individual Settlement Payments to the Participating Class Members are subject to applicable employee tax withholdings. Phoenix Settlement Administrators (the "Settlement Administrator") will mail Individual Settlement Payments to each Participating Class Member.

Distribution and Calculation of Individual Settlement Payments. The Net Settlement Amount shall be divided among all Participating Class Members and distributed to Participating Class Members based on their number of Workweeks worked during the Class Period (the time period from June 5, 2019 through February 27, 2024 shall be referred to herein as the "Class Period"). A "Workweek" shall be defined as a week during the Class Period, commencing on Sunday at 12:01 a.m. and ending the following Saturday at 12:00 midnight, in which a Class Member worked one or more days for Defendant.

The maximum Individual Settlement Payment that each Participating Class Member is entitled to receive is determined by dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period to produce the "standard workweek rate." Each Participating Class Member shall then receive an Individual Settlement Payment equal to the number of Workweeks that the Participating Class Member worked during the Class Period multiplied by the standard workweek rate. By way of example, and not limitation, if the Net Settlement Amount is \$250,000.00, and the total number of Workweeks worked by all Class Members during the Class Period is 20,000, the standard workweek rate would be \$12.50 (\$250,000.00/20,000 Workweeks). If a Participating Class Member worked 100 Workweeks during the Class Period, the Participating Class Member would receive an Individual Settlement Payment in the gross amount of \$1,250.00 (100 Workweeks X \$12.50 per Workweek).

Each Participating Class Member shall be paid the designated amount, subject to any applicable taxes and withholdings, for each Workweek worked during the Class Period, as reflected in the records of Defendant.

Your Potential Estimated Individual Settlement Payment. According to Defendant's records, you have worked a total of [REDACTED] Workweeks for Defendant during the Class Period. Based on your number of Workweeks and applying the formula above, it is estimated that you may receive an Individual Settlement Payment of approximately \$ [REDACTED], less applicable taxes and withholdings, as a Participating Class Member.

It is the intent of the Parties that the Net Settlement Amount shall be sufficient to pay all Individual Settlement Payments to Participating Class Members in accordance with the formula set forth above. In the event that the aggregate amount to be paid to Participating Class Members exceeds the Net Settlement Amount for any reason, each Participating Class Member's Individual Settlement Payment shall be reduced on a pro rata basis pursuant to the formula discussed immediately above so that the total amount to be paid to Participating Class Members does not exceed the Net Settlement Amount. In the event that the aggregate amount to be paid to Participating Class Members is less than 100% of the Net Settlement Amount, then the remaining residual balance shall be distributed to the Participating Class Members on a pro-rata basis pursuant to the formula discussed immediately above.

IRS Forms W-2, 1099-MISC and 1099-INT will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the Individual Settlement Payments that Participating Class Members receive under the Settlement. Participating Class Members should consult their tax advisors concerning the tax consequences of the

Questions? Contact the Settlement Administrator toll-free at 1-*-***-**** or [EMAIL].**

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payments they receive under the Settlement, and Participating Class Members are responsible for remitting to all relevant taxing authorities all applicable taxes that may be owed on the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment will be allocated thirty-three point three percent (33.3%) to wages, thirty-three point four percent (33.4%) to penalties, and thirty three point three percent (33.3%) to interest. The wage portion of each Individual Settlement Payment will be subject to applicable withholdings.

Checks made payable to Participating Class Members shall remain negotiable for one hundred eighty (180) days from the date of issuance. To the extent that a check is (1) undeliverable, or (2) uncashed 180 days after the date of issuance, the check shall be sent to the California state Controller Unclaimed Property Fund as unclaimed property, for the benefit of the Participating Class Member to whom the Individual Settlement Payment check is addressed.

Any Participating Class Member who disagrees with the data used to calculate their Individual Settlement Payment as reflected on the Notice shall be allowed to indicate and explain such disagreement in writing, and any such written dispute must specifically explain the Participating Class Members' disagreement. Such written dispute shall include the Participating Class Member's full name, address, telephone number, last four digits of their Social Security Number and dates of employment by Defendant, shall be signed and dated by the Participating Class Member, and must be mailed or faxed to the Settlement Administrator no later than forty-five (45) days after the date the Notice is first mailed (the "Dispute Deadline Date"), using the following facsimile number or address:

Phoenix Settlement Administrators
[INSERT ADDRESS AND FAX NUMBER]

The Settlement Administrator shall resolve the disagreement with the Participating Class Member using the employee records provided by Defendant and the Participating Class Member's records, giving due consideration to each. The date of the postmark on the return envelope if the written dispute is mailed, and the date of facsimile if the written dispute is faxed, shall be the exclusive means used to determine whether a Participating Class Member has "timely" disputed the calculation or application of the formula for determining settlement awards, their number of Workweeks worked for Defendant and/or their Individual Settlement Payment. Subject to review by the Court, the Settlement Administrator's decisions as to dates of employment and Individual Settlement Payment amounts will be final.

Distribution of PAGA Allocation. The Parties have allocated the total sum of \$10,000.00 from the Gross Settlement Amount to the settlement of the Released PAGA Claim (as defined below) asserted by named Plaintiff in the Action, which constitutes penalties pursuant to the PAGA and which the Parties believe in good faith is a fair and reasonable amount ("PAGA Allocation"). The PAGA Allocation will be distributed as follows: 25% to the PAGA Members (defined herein as all current and former non-exempt employees of Defendant, who were employed by Defendant in California at any time from March 28, 2022 through February 27, 2024) (\$2,500.00) (the "Net PAGA Distribution Amount") as Individual PAGA Payments pursuant to the calculations and formulas set forth herein, and 75% to the LWDA (\$7,500.00) as the LWDA's share of the settlement of the PAGA penalties and Released PAGA claim.

The Settlement Administrator will mail Individual PAGA Payments to each PAGA Member.

Distribution of Net PAGA Distribution Amount and Calculation of Individual PAGA Payments. The Net PAGA Distribution Amount shall be divided among all PAGA Members and distributed to PAGA Members based on their number of Workweeks worked during the PAGA Period (the time period from March 28, 2022 through February 27, 2024 shall be referred to herein as the "PAGA Period").

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The maximum Individual PAGA Payment that each PAGA Member is entitled to receive is determined by dividing the Net PAGA Distribution Amount by the total number of Workweeks worked by PAGA Members during the PAGA Period to produce the “standard PAGA workweek rate.” Each PAGA Member shall then receive an Individual PAGA Payment equal to the number of Workweeks that the PAGA Member worked during the PAGA Period multiplied by the standard PAGA workweek rate. By way of example, and not limitation, if the Net PAGA Distribution Amount is \$3,750.00, and the total number of Workweeks worked by PAGA Members during the PAGA Period is 5,000, the standard PAGA workweek rate would be \$0.75 ($\$3,750 \div 5,000$). If a PAGA Member worked 25 Workweeks during the PAGA Period, the PAGA Member would receive an Individual PAGA Payment in the gross amount of \$18.75 (25 Workweeks X \$0.75 per Workweek).

Each PAGA Member shall be paid the standard PAGA workweek rate, subject to any applicable taxes and tax withholdings (if any), for each Workweek they worked during the PAGA Period as reflected in the records of Defendant.

Your Potential Estimated Individual PAGA Payment. SELECT CORRECT PARAGRAPH FROM FOLLOWING TWO OPTIONS, AS APPLICABLE. THE WORD “OR” BETWEEN PARAGRAPHS SHOULD NOT BE INCLUDED IN THE FINAL NOTICE SENT TO THE PARTICULAR CLASS MEMBER. [OPTION 1: Because Defendant’s records indicate you were not employed by Defendant during the PAGA Period (the time period from March 28, 2022 through February 27, 2024), you are not a PAGA Member and are therefore not entitled to receive an Individual PAGA Payment.] OR [OPTION 2: According to Defendant’s records, you have worked a total of [REDACTED] Workweeks for Defendant during the PAGA Period. Based on your number of Workweeks and applying the formula above, it is estimated that you may receive an Individual PAGA Payment of approximately \$[REDACTED], less applicable taxes and withholdings (if any), as a PAGA Member.]

It is the intent of the Parties that the Net PAGA Distribution Amount shall be sufficient to pay all Individual PAGA Payments to PAGA Members in accordance with the formula set forth above. In the event that the aggregate amount to be paid to PAGA Members in the form of Individual PAGA Payments exceeds the Net PAGA Distribution Amount for any reason, each PAGA Member’s Individual PAGA Payment shall be reduced on a pro rata basis pursuant to the formula discussed immediately above so that the total amount to be paid to PAGA Members in the form of Individual PAGA Payments does not exceed the Net PAGA Distribution Amount. In the event that the aggregate amount to be paid to PAGA Members in the form of Individual PAGA Payments is less than 100% of the Net PAGA Distribution Amount, then the remaining residual balance shall be distributed to the PAGA Members on a pro-rata basis pursuant to the formula discussed immediately above.

All Individual PAGA Payments to PAGA Members will be allocated one hundred percent (100%) to penalties. Form 1099 will be issued to each PAGA Member with respect to each PAGA Member’s Individual PAGA Payment. PAGA Members should consult their tax advisors concerning the tax consequences of the Individual PAGA Payments they receive under the Settlement, and PAGA Members are responsible for remitting to all relevant taxing authorities all applicable taxes that may be owed on the Individual PAGA Payments they receive under the Settlement.

Checks made payable to PAGA Members shall remain negotiable for one hundred eighty (180) days from the date of issuance. To the extent that a check is (1) undeliverable, or (2) uncashed 180 days after the date of issuance, the check shall be sent to the California state Controller Unclaimed Property Fund as unclaimed property, for the benefit of the PAGA Member to whom the Individual PAGA Payment check is addressed.

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IV. YOUR OPTIONS UNDER THE SETTLEMENT
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Option 1—Do Nothing.

If the Court grants final approval of the Settlement, and you have not opted out of the settlement of the Released Class Claims (as defined below) on or before the Opt-Out/Objection Deadline (set forth below), you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the release of the Released Class Claims set forth in the Settlement (as defined below) and all other terms of the Settlement.

PAGA Members: If the Court grants final approval of the Settlement, and you are a PAGA Member, you will automatically be mailed a check for your Individual PAGA Payment by the Settlement Administrator. Please note, PAGA Members may not opt out of or request to be excluded from the settlement of the Released PAGA Claim, and such release of the Released Parties (as defined below), and each of them, by PAGA Members, and each of them, shall be automatic if the Court grants final approval of the Settlement. Similarly, PAGA Members (and all Class Members) may not object to the settlement of the Released PAGA Claim.

Option 2—Opt Out of the Settlement of the Released Class Claims. If you opt out of the Settlement of the Released Class Claims, you will NOT receive any Individual Settlement Payment.

If you do not wish to participate in the settlement of the Released Class Claims, you may exclude yourself from participating by submitting to the Settlement Administrator a written request for exclusion expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement of the Released Class Claims, and desire to be excluded from the settlement of the Released Class Claims. If you do not submit a request for exclusion on or before the Opt-Out/Objection Deadline (set forth below), then you will be bound by the release of the Released Class Claims set forth in the Settlement (as defined below) and all other settlement terms. The written request for exclusion ("opt-out statement") must state:

“I have received the Notice of Class Action Settlement of the litigation titled *Eva Lopez v. Quality Built, LLC*, Kings County Superior Court Case No. 23CU0207 (the “Action”). I wish to opt out of the settlement of the Released Class Claims. I understand that by requesting to be excluded from the settlement of the Released Class Claims, I will not be a Participating Class Member and will not receive any Individual Settlement Payment from the settlement approved by the Court in the Action.”

The written opt-out statement also must set forth your name, address, telephone number, and last four digits of your Social Security Number. You must sign, date, and either fax or mail the opt-out statement by First Class U.S. Mail to the Settlement Administrator using the following address or facsimile number:

Phoenix Settlement Administrators
[INSERT ADDRESS AND FAX NUMBER]

The written opt-out statement must be faxed or postmarked no later than [insert date that is forty five (45) calendar days from the date of this Notice] (the “Opt-Out/Objection Deadline”). If you submit an opt-out statement that is not faxed or postmarked by [insert same date], it will be rejected and you will be included in the settlement of the Released Class Claims as a Participating Class Member and bound by the release of the Released Class Claims and all other terms of the Settlement, and will receive the appropriate Individual Settlement Payment, regardless of whether you have objected to the settlement of the Released Class Claims as discussed in “Option 3” below. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt out of the

Questions? Contact the Settlement Administrator toll-free at 1-*-***-**** or [EMAIL].**

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settlement of the Released Class Claims, the opt out will be deemed void and you will be included in the settlement of the Released Class Claims as a Participating Class Member and bound by the release of the Released Class Claims and all other terms of the Settlement.

Additionally, Class Members shall be permitted to rescind their opt-out statements of the Released Class Claims in writing by submitting a “rescission statement” to the Settlement Administrator by fax or First Class U.S. Mail not later than one (1) business day before the Court’s final approval of the Settlement, orally at the Final Approval Hearing, or as otherwise ordered by the Court. The written rescission statement must set forth your name, address, telephone number, and last four digits of your Social Security Number, and must state:

“I have received the Notice of Class Action Settlement of the litigation titled *Eva Lopez v. Quality Built, LLC*, Kings County Superior Court Case No. 23CU0207 (the “Action”). I previously submitted a statement indicating that I wanted to opt out of the settlement of the Released Class Claims in the Action. I would now like to rescind my prior statement requesting to opt out of the settlement of the Released Class Claims so that I may participate in the settlement of the Released Class Claims as a Participating Class Member. I understand that by rescinding my previous request to opt out of the settlement of the Released Class Claims I will be included in the settlement of the Released Class Claims as a Participating Class Member, bound by the release of the Released Class Claims and all other terms of the Settlement, and will receive the appropriate Individual Settlement Payment, regardless of whether I have objected to the settlement of the Released Class Claims.”

If you choose to fax or mail your rescission statement, you must sign, date, and either fax or mail the rescission statement by First Class U.S. Mail to the Settlement Administrator using the following address or facsimile number:

Phoenix Settlement Administrators
[INSERT ADDRESS AND FAX NUMBER]

Option 3—File an Objection With the Court and Remain a Participating Class Member as to the Released Class Claims.

If you wish to object to the settlement of the Released Class Claims, you may submit an objection with the Settlement Administrator stating why you object to the settlement of the Released Class Claims no later than [insert date that is forty five (45) calendar days from the date of mailing of this Notice] (the “Opt-Out/Objection Deadline”). Your objection must be in writing, must include your name, address, dates of employment with Defendant and last four digits of your Social Security number, and must provide any legal and/or factual support for each objection. An objecting Class Member must also make themselves available for reasonable discovery by Plaintiff’s and/or Defendant’s attorneys between the date the objection is submitted and the Final Approval Hearing. The objection must either be faxed or mailed by First Class U.S. Mail to the Settlement Administrator at the following facsimile number or address:

Phoenix Settlement Administrators
[INSERT ADDRESS AND FAX NUMBER]

Late objections will not be considered. Class Members who fail to make an objection in the manner set forth herein shall be deemed to have waived any objection to the Released Class Claims and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Any objections received prior to the filing of

Questions? Contact the Settlement Administrator toll-free at 1-*-***-**** or [EMAIL].**

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Plaintiff's motion for final approval of the Settlement will be filed by Plaintiff along with such motion and Plaintiff's motion may include any responses to such objections. Any objections received on or after the filing of the motion for final approval will be filed with the Court by Plaintiff, along with the Parties' response(s) thereto, at the earliest practicable time prior to the Final Approval Hearing.

By filing an objection to the Released Class Claims, you are not excluding yourself from the settlement of the Released Class Claims. To exclude yourself from the settlement of the Released Class Claims, you must follow the directions described above in Option 2. Please note that you cannot both object to the settlement of the Released Class Claims and exclude yourself from the settlement of the Released Class Claims.

V. THE BINDING EFFECT OF THE SETTLEMENT
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The release of the Released Class Claims: Unless you validly and timely opt out of the settlement of the Released Class Claims, you will be bound by the settlement of the Released Class Claims as a Participating Class Member and deemed to have released the Released Parties (as defined below) from the Released Class Claims (as defined below) in the Action, as amended, as well as any and all claims, obligations, demands, rights, liabilities, complaints, charges, penalties, fines, wages, damages, liquidated damages, losses, restitutionary amounts, interest and/or causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, whether in tort, contract or for violation of any state, federal or other statute, rule or regulation, based on, arising from or related to the facts or claims asserted in the Action, as amended, or that could have been asserted in the Action based on the facts set forth in the Action and, including, but not limited to, (1) failure to pay overtime and double time wages in violation of Labor Code sections 510, 1194 et seq. and 1198; (2) failure to pay all hours worked and to timely pay all hours worked in violation of Labor Code sections 510, 1194 et seq., 1194.2 and 1197, and/or any contract or agreement, including, but not limited to, failure to pay minimum wage in violation of Labor Code sections 1194 et seq., 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation of Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and related premium pay in violation of Labor Code sections 226.7 and 516 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5) failure to reimburse all business-related expenses pursuant to Labor Code section 2802; (6) failure to maintain and timely furnish accurate itemized wage statements in violation of Labor Code section 226 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9, as well as failure to maintain accurate time and payroll records in violation of Labor Code section 1174 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (6) failure to timely pay all wages due to terminating employees in violation of Labor Code sections 201-203, as well as for related waiting time penalties pursuant to Labor Code section 203; and (7) unfair business practices in violation of Business & Professions Code section 17200, et seq. related to the above claims (the "Released Class Claims").

In legal terms, by not opting out of the settlement of the Released Class Claims and continuing to be a Participating Class Member you are agreeing to release and discharge the following: the Released Class Claims as to defendant Quality Built, LLC, and each of its present, former, and future parent, subsidiary, related and/or affiliate entities, and each of their predecessors, successors, and assigns, and each and all of their respective past and present members, shareholders, partners, directors, officers, employees, attorneys, insurers, servants, owners, investors, joint employers, founders, managers, managing agents, lenders, representatives and agents, and as to any individual their marital community, community property, trustees, executors, heirs, guardians and registered representatives (the "Released Parties"). Without in any way limiting the foregoing, "Released Parties" expressly includes any individual or entity which could be jointly and/or severally liable with defendant Quality Built, LLC as to any of the Released Claims.

While you may later discover facts or legal arguments in addition to or different from those you now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case

Questions? Contact the Settlement Administrator toll-free at 1-*-***-**** or [EMAIL].**

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Eva Lopez v. Quality Built, LLC
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NOTICE OF CLASS ACTION SETTLEMENT

which are the subject matter of the Released Class Claims, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and you shall be deemed to have, and by operation of the final judgment approved by the Court, shall have fully, finally, and forever settled and released all of the Released Parties from all of the Released Class Claims as of the Effective Date (as defined in the Settlement Agreement and Release between the Parties).

In addition, each Participating Class Member forever agrees that they shall neither request nor accept compensation, back pay, liquidated damages, punitive damages, penalties of any nature, attorneys' fees or costs, interest, or any other relief from any other suit, class, representative or collective action, administrative claim or other claim of any sort or nature whatsoever from or against the Released Parties, for any period from June 5, 2019 through February 27, 2021, relating to the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the Released Class Claims.

The release of the Released PAGA Claim: Regardless of whether a PAGA Member validly and timely opts out of the settlement of the Released Class Claims, they will be bound by the settlement of the Released PAGA Claim (as defined below) and deemed to have released the Released Parties from the Released PAGA Claim in the Action, as amended, for the period of March 28, 2022 through February 27, 2024.

In legal terms, in connection with the Released PAGA Claim the PAGA Members are agreeing to release and discharge the following: all claims, liabilities and/or causes of action for civil penalties recoverable under the Private Attorneys General Act, Labor Code section 2698 *et seq.*, for violations alleged in the Action and/or Named Plaintiff's Notice to the California Labor and Workforce Development Agency dated March 28, 2023 ("LWDA Notice"), or that could have been alleged in the Action and/or Named Plaintiff's LWDA Notice based on the facts alleged in the Action and/or Named Plaintiff's LWDA Notice, or that are related or attributable to, based on, or arise from the facts and/or claims alleged in the Action and/or Named Plaintiff's LWDA Notice, occurring during the PAGA Period that Named Plaintiff, the Aggrieved Employees, and/or the State of California may have under the California Labor Code, California Industrial Welfare Commission ("IWC") Wage Orders, California state regulations, and/or any other provisions of California state law, whether known or unknown, suspected or unsuspected, including but not limited to those arising from, related to, or attributable to any allegations that Named Plaintiff and/or the Aggrieved Employees suffered California Labor Code, IWC Wage Order and/or other violations of California state law based on and/or for (1) failure to pay overtime and double time wages in violation of Labor Code sections 510, 1194 *et seq.* and 1198; (2) failure to pay all hours worked and to timely pay all hours worked in violation of Labor Code sections 510, 1194 *et seq.*, 1194.2 and 1197, and/or any contract or agreement, including, but not limited to, failure to pay minimum wage in violation of Labor Code sections 1194 *et seq.*, 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation of Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and related premium pay in violation of Labor Code sections 226.7 and 516 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5) failure to maintain and timely furnish accurate itemized wage statements in violation of Labor Code section 226 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9, as well as failure to maintain accurate time and payroll records in violation of Labor Code section 1174 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (6) failure to reimburse all business-related expenses pursuant to Labor Code section 2802; (7) failure to timely pay all wages due to terminating employees in violation of Labor Code sections 201-203, as well as for related waiting time penalties pursuant to Labor Code section 203; (8) violation of and penalties pursuant to California Labor Code section 558; and (9) any other violations or failures to comply with California Labor Code sections 1194 *et seq.*, 200 *et seq.* and 500 *et seq.*, and/or any applicable Wage Order of the California Industrial Welfare Commission (the "Released PAGA Claim").

In addition, each PAGA Member forever agrees that they shall neither request nor accept compensation, back pay, liquidated damages, punitive damages, penalties of any nature, attorneys' fees or costs, interest, or any other relief

Questions? Contact the Settlement Administrator toll-free at 1-*-***-**** or [EMAIL].**

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Eva Lopez v. Quality Built, LLC
Kings County Superior Court, Case No. 23CU0207
NOTICE OF CLASS ACTION SETTLEMENT

from any other suit, class, representative or collective action, administrative claim or other claim of any sort or nature whatsoever from or against the Released Parties, for any period from March 28, 2022 through February 27, 2024, relating to the Released PAGA Claim. PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the Released PAGA Claim.

If Settlement Does Not Receive Court Approval: If the Settlement is not finally approved by the Court, including the settlement of the Released Class Claims and/or the settlement of the Released PAGA Claim, or if any of the Settlement's conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that occurs, there is no assurance that: (a) any decision at trial would be in favor of any Class Members or PAGA Members; (b) a favorable trial decision, if any, would be as favorable to any Class Members or PAGA Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of any of the claims asserted in the Action.

VI. ADDITIONAL INFORMATION

This Notice of Class Action Settlement is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement and Release, and other papers filed in the Action, which may be inspected at the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230. Please note, you may need to make an appointment or other arrangements to inspect the files in person. If you would like to inspect any files in person you should check the Kings County Superior Court's website at <https://www.kings.courts.ca.gov/> to evaluate your options for doing so.

To the extent there are any conflicts between this Notice and the terms of the Settlement Agreement and Release, the terms of the Settlement Agreement and Release will govern.

Please do not call or contact the court for information about the Settlement. If you have any questions about the Settlement, you may contact the Settlement Administrator or Class Counsel at the following addresses or numbers:

Phoenix Settlement Administrators
[INSERT ADDRESS]
[INSERT PHONE NUMBER]
[INSERT FAX NUMBER]
[INSERT EMAIL ADDRESS]

GAINES & GAINES, APLC
Daneil F. Gaines (State Bar No. 251488)
Alex P. Katofsky (State Bar No. 202754) 4550 East Thousand Oaks
Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (866) 550-0855
Email: admin@gaineslawfirm.com

ENVELOPE:

Postage Will
Be Placed
Here Prior
To
Mailing

Lopez v. Quality Built, LLC
c/o Phoenix Settlement Administrators
[INSERT ADDRESS]

Phoenix Settlement Administrators:
«Phoenix Settlement Administrators»
«First Name» «Last Name»
«Address»
«City», «State» «Zip»

Title	Lopez v Quality Built Settlement Agreement wit Ex A
File name	Lopez_v._Quality_...mt_with_Ex._A.pdf
Document ID	3e0c7320f572c82c0c9541876581d847392e4755
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

 SENT	05 / 20 / 2024 20:27:43 UTC	Sent for signature to Eva Lopez (luckyoliv81@gmail.com) from office@gaineslawfirm.com IP: 47.181.216.90
 VIEWED	05 / 20 / 2024 20:28:39 UTC	Viewed by Eva Lopez (luckyoliv81@gmail.com) IP: 104.28.124.182
 SIGNED	05 / 20 / 2024 21:14:23 UTC	Signed by Eva Lopez (luckyoliv81@gmail.com) IP: 73.192.128.26
 COMPLETED	05 / 20 / 2024 21:14:23 UTC	The document has been completed.

EXHIBIT C

Electronically Submitted on 06/10/2024 09:59 AM

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
GAINES & GAINES, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Eva Lopez
and Proposed Class Counsel

FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
07/08/2024
NOCONA SOBOLESKI, CLERK OF THE COURT
JULIENNE DE SANTOS, DEPUTY



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

EVA LOPEZ, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

QUALITY BUILT, LLC, a Delaware
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 23CU0207

Assigned to the Hon. Valerie Chrissakis, Dept. 8

CLASS ACTION

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: July 8, 2024
Time: 8:15 a.m.
Dept.: 8

Complaint Filed: June 5, 2023

1 The unopposed motion of proposed Plaintiff Eva Lopez (“Plaintiff”) for Preliminary
2 Approval of Class and Representative Action Settlement came on for hearing before this Court in
3 Department 8, Judge Valerie Chrissakis presiding, on July 8, 2024. The Court, having considered
4 the papers submitted in support of the motion and having heard oral argument of the parties,
5 **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the proposed Settlement Agreement and Release (the “Settlement”) filed with the Court.
8 The settlement appears to be fair, adequate, and reasonable to the Class;

9 2. The Court finds that the settlement falls within the range of reasonableness and
10 appears to be presumptively valid, subject only to any objections that may be raised at the final
11 hearing;

12 3. The Court approves, as to form and content, the Notice of Class Action Settlement
13 (“Notice”), attached to the Settlement as Exhibit A;

14 4. The Court directs the mailing of the Notice by first class mail to the Settlement Class
15 Members in accordance with the schedule set forth below. The Court finds that the dates selected
16 for the mailing and distribution of the Notice, as set forth herein, meet the requirements of due
17 process and provide the best notice practicable under the circumstances and shall constitute due
18 and sufficient notice to all persons entitled thereto;

19 5. It is ordered that the Settlement Class is preliminarily certified for settlement
20 purposes only. The Settlement Class is defined as follows: All current and former non-exempt
21 employees of Defendant, who were employed by Defendant in California at any time during the
22 Class Period [June 5, 2019 through February 27, 2024].

23 6. The Aggrieved Employees are defined as follows: All current and former non-
24 exempt employees of Defendant, who were employed by Defendant in California at any time during
25 the PAGA Period [March 28, 2022 through February 27, 2024];

26 \\\

27 \\\

28 \\\

7. The Court approves and appoints Gaines & Gaines, APLC as Class Counsel, and grants preliminary approval of an award of attorneys' fees of up to 35% of the Gross Settlement Amount (or \$70,000) and documented litigation costs of up to \$15,000 to Class Counsel, subject to final approval by the Court following a further motion by Class Counsel;

8. The Court approves and appoints Plaintiff Eva Lopez as the Class Representative and grants preliminary approval to proposed Class Representative Enhancement Payment to Plaintiff Eva Lopez in an amount not to exceed \$12,000, subject to final approval by the Court following a further motion by the Class Representative;

9. The Court grants preliminary approval of the allocation of \$10,000 to settle the representative claims under the Private Attorneys General Act (Labor Code §§ 2698 et seq.), of which 75% (\$7,500) shall be paid directly to the LWDA and 25% (\$2,500) shall be distributed to the Aggrieved Employees from the Gross Settlement Amount as Individual PAGA Payments;

10. The Court hereby approves and appoints Phoenix Settlement Administrators as the Settlement Administrator and grants preliminary approval of the payment of fees and other charges of the Settlement Administrator in an amount not to exceed \$5,000;

11. The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>EVENT</u>	<u>TIMING</u>
Last day for Defendant to provide to the Settlement Administrator a list of the names, last known mailing addresses, last known telephone numbers and social security numbers for the Settlement Class Members, as well as the number of Workweeks worked by Settlement Class Members during the Class Period ("Class List")	15 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice to Class Members	10 calendar days after the Settlement Administrator's receipt of the Class List
Last day for Class Members to submit a written exclusion request to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for Class Members to submit an objection to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members

<u>EVENT</u>	<u>TIMING</u>
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	10 calendar days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	October 30, 2024, at 8:15 .m. (approximately 90 days after entry of this Order)

IT IS SO ORDERED.

Dated: July 8, 2024


 JUDGE OF THE SUPERIOR COURT
 VALERIE R. CHRISSAKIS

EXHIBIT D

From: [Amelia Booth](#)
To: [Office](#)
Subject: Lopez v. Quality Built FW: Thank you for your Proposed Settlement Submission
Date: Friday, June 7, 2024 2:27:10 PM

Settlement, MPA, and all supporting documents

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, June 7, 2024 2:24 PM
To: Amelia Booth <amelia@gaineslawfirm.com>
Subject: Thank you for your Proposed Settlement Submission

06/07/2024 02:23:19 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT E

Lopez v. Quality Built

Gaines & Gaines, APLC Counsel's Costs

EXPENSE CATEGORY	EXPENSE
Filing Fees	\$ 983.42
Postage	\$ 16.20
Mediator Fees	\$ 5,638.70
Expert Fees	\$ 4,905.00
FedEx	\$ 37.78
Future estimated expenses	\$ 300.00
• <i>Filing fees and One Legal Service fees for Motion for Final Approval</i>	
• <i>Courtesy copy delivery fees to department of Motion for Final Approval</i>	
• <i>Filing fees and One Legal Service fees for Notice of Entry of Order once Final Order signed</i>	
TOTAL EXPENSES	\$ 11,881.10