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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**
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14 ISABEL RODRIGUEZ and DANIEL TOVAR,
15 on behalf of themselves all employees similarly
16 situated,

16 Plaintiffs,

17 v.

18 ROY MILLER PAINTING, INC., a California
19 Corporation; and DOES 1 through 50, inclusive,
20 Defendants.
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Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Reservation N: 74214837

Date: September 12, 2024

Time: 2 p.m.

Courtroom: Dept. CX104

Judge: Hon. Melissa R. McCormick

Action Filed: March 20, 2023

Trial: Not Set

1 Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR (“Plaintiffs”) and Defendant ROY
2 MILLER PAINTING, INC. (“Defendant”) have reached terms of settlement for a putative class and
3 PAGA representative action.

4 Plaintiffs have filed a motion for preliminary approval of a class and PAGA representative action
5 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
6 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION and the Amendment to the
7 JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT. The
8 JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
9 attached hereto as **Exhibit 1** and the Amendment to the Agreement attached hereto as **Exhibit 2** are
10 together referred to herein as the “Agreement” or “Settlement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and having
12 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
14 fair, reasonable, adequate and in the best interests of the class members.

15 2. The parties’ Settlement is granted preliminary approval as it meets the criteria for
16 preliminary settlement approval. The Settlement Class meets the requirements for conditional
17 certification for settlement purposes only under Code of Civil Procedure § 382. The Court finds that it
18 is appropriate to notify the members of the proposed settlement Class of the terms of the proposed
19 settlement.

20 3. The court preliminarily finds that the parties’ proposed Class Notice, attached hereto
21 as **Exhibit 3**, is sufficient to inform Class Members of the terms of the Settlement, their rights under the
22 settlement, their rights to object to the Settlement, their right to receive a payment under the settlement
23 or elect not to participate in the settlement, and the processes for doing so, and the date and location of
24 the final approval hearing and are therefore approved.

25 4. The following persons are preliminarily certified as Class Members solely for the
26 purpose of entering a settlement in this matter:

27 All current and former non-exempt employees employed by Defendant in California at
28 any time during the Class Period (the “Class Period” is March 20, 2019 through May 1,
2023). (Settlement, ¶¶ 3-4.)

1 5. The PAGA Employee is defined as follows:

2 All current and former non-exempt employees of Defendant who worked in California
3 at any time during the PAGA Period (the “PAGA Period” is March 20, 2022 through
4 May 1, 2023.) PAGA Employees cannot opt out of the settlement of the PAGA claim.

5 (Settlement, ¶¶ 10-11.)

6 6. Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR conditionally are appointed as
7 the Class Representatives. Tunyan Law, APC is preliminarily appointed Class Counsel.

8 7. The Court appoints ILYM GROUP, Inc. to act as the Settlement Administrator and to
9 administer the settlement in accordance with the Agreement.

10 8. Defendant is directed to provide the Settlement Administrator the names and most
11 recent known mailing addresses of Class Members and any other information required in accordance
12 with the Agreement (the “Class List”), no later than 20 calendar days after entry of this Order.

13 (Settlement, ¶ 29 (a).) The Settlement Administrator is directed to administer the settlement in
14 accordance with the Settlement Agreement.

15 9. The Court approves, both as to form and content, the Notice of proposed class and PAGA
16 representative action Settlement (“Class Notice”), Request for Exclusion Form (“Exclusion Form”),
17 and Objection Form (“Objection Form”), attached hereto as **Exhibit 3, Exhibit 4, and Exhibit 5** in
18 English and Spanish languages, respectively. The Class Notice, Exclusion Form, and Objection Form
19 are collectively referred to as the “Notice Packet.” The Notice Packet shall be provided to Class
20 Members in the manner set forth in the Settlement. The Court finds that the Notice Packet appears to
21 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
22 Members’ right to be excluded from the Class Settlement by submitting an Exclusion Form, of Class
23 Members’ right to dispute the Workweeks credited to each of them by submitting a Workweeks
24 Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement
25 by submitting an Objection Form to the Settlement Administrator. The Court further finds that
26 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and
27 this Order, and that all other dates set forth in the Agreement and this Order, meet the requirements of
28 due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
29 further orders the Settlement Administrator to mail the Notice Packet in English and Spanish by First-

1 Class U.S. mail to all Class Members no later than fourteen (14) calendar days of receipt of the Class
2 Data, pursuant to the terms set forth in the Agreement.

3 10. The Court preliminarily approves the proposed procedure, set forth in the Settlement, for
4 seeking exclusion from the Class Settlement. Class Members who wish to exclude themselves from the
5 Settlement must submit a complete, valid, and timely a Request for Exclusion Form in conformity with
6 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before
7 the date the Response Deadline. The Response Deadline is sixty (60) calendar days from the initial
8 mailing of the Notice Packet or, in the case of a remailed Notice Packet, the Response Deadline will be
9 the later of 60 calendar days after initial mailing or 14 calendar days from re-mailing. Any Class Member
10 who timely and validly submits a Request for Exclusion Form will not be entitled to a Settlement Class
11 Payment and will not be bound by the Released Class Claims or have any right to object, appeal, or
12 comment thereon. All current and former hourly-paid or non-exempt employees of Defendant who
13 worked in California at any time between March 20, 2022 until May 1, 2023 (“PAGA Employees”) will
14 be bound by the Released PAGA Claims and will still be issued an Individual PAGA Payment,
15 irrespective of whether they submit a Request for Exclusion. See *Arias v. Superior Court* (2009) 46
16 Cal.4th 986. Class Members who do not submit a valid and timely Request for Exclusion Form in
17 compliance with the Agreement shall be bound by the Agreement and any final judgment based thereon.
18 All exclusions shall be filed with the Court.

19 11. The Court preliminarily approves the proposed procedure, set forth in the Settlement, for
20 objection to the Settlement. To object to the Class Settlement, a Settlement Class Member must submit
21 an Objection Form or written objection to the Settlement Administrator by first class U.S. mail,
22 postmarked on or before the Response Deadline. The Objection Form must be signed and must contain
23 the information that is required, as set forth in the Class Notice. The Settlement Administrator shall send
24 the copies of any Objection Forms to the counsel for Parties. All objections shall be filed with the Court.

25 12. The Court preliminarily approves the proposed procedure for dispute of Workweeks for
26 each Class Member, set forth in the Settlement and Class Notice. To dispute the number of workweeks
27 credited to each Class Member, a Class Member must submit written correspondence to the Settlement
28 Administrator that is postmarked no later than the Response Deadline explaining the basis for the dispute

1 and including any supporting documentation showing that the Workweeks credited to him or her is
2 inaccurate. If a Class Member disputes the accuracy of Defendant's records used to calculate
3 Workweeks, the Settlement Administrator will evaluate the evidence submitted by the Class Member
4 and make an initial decision as to which figures should be applied. The parties shall file with the court all
5 Workweeks Disputes submitted by Class Members together with the evidence submitted by Class
6 Members, and the decision made based on that evidence. Although the Settlement Administrator may
7 make the initial decision regarding the Workweeks Disputes, the court may review any decision made by
8 the Settlement Administrator regarding Workweeks Disputes.

9 13. In addition to any recovery that Plaintiffs may receive under the Settlement as a
10 Settlement Class Member, the Court hereby preliminarily approves the payment of enhancement awards
11 to Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR in the amount of \$5,000.00 (not to exceed)
12 each, total of \$10,000.00 (not to exceed).

13 14. The Court preliminarily approves the payment in the amount of \$6,500.00 (not to exceed)
14 to ILYM Group, Inc. for its services as the Settlement Administrator.

15 15. The Court preliminarily approves the payment of attorneys' fees to Class Counsel in the
16 amount of \$60,333.33 (not to exceed 33 1/3 of the gross settlement amount). Litigation expenses are
17 preliminary approved by the Court not to exceed \$22,000.

18 16. The Court preliminarily approves and orders payment in the amount of \$11,250.00 to the
19 Labor and Workforce Development Agency as civil penalties under the Labor Code Private Attorneys
20 General Act of 2004 (Labor Code § 2698 et seq.).

21 17. The Court preliminarily approves and orders net payment of at least \$70,916.67 to Class
22 Members and PAGA Employees in accordance with the distribution formulas provided in the Settlement
23 Agreement.

24 18. A final approval hearing will be held on **February 20, 2025, at 2:00p.m.**, in
25 Department CX104, to determine whether the settlement should be granted final approval as fair,
26 reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence and
27 arguments necessary to evaluate the Settlement.
28

1 19. Plaintiffs shall file a Motion for Final Approval, including any request for an award of
2 fees, costs, and an Enhancement Award to Plaintiffs, no later than 16 court days prior to the final
3 approval hearing. In conjunction with the filing of the final approval motion, a declaration from the
4 Settlement Administrator on the outcome of the notice process shall be filed with the Court. At that
5 time, the Parties shall also file responses to any written objections received by the Settlement
6 Administrator by the Response Deadline.

7 20. As set forth in the Notice, to object to the Settlement, a Class Member must either
8 submit a timely, valid, and complete objection in writing to the Settlement Administrator via the form
9 attached hereto as **Exhibit 5** (the Objection Form) by the Response Deadline or appear at the final
10 approval hearing in person or remotely or by his or her own attorney and show cause why the Court
11 should not approve the settlement.

12 21. The Court reserves the right to continue the date of the final approval hearing without
13 further notice to Class Members.

14 22. The Court retains jurisdiction to consider all further applications arising out of or in
15 connection with the settlement pursuant to California Code of Civil Procedure section 664.6.
16

17 **IT IS SO ORDERED.**
18

19 Dated: _____

Hon. Melissa R. McCormick
ORANGE COUNTY SUPERIOR COURT JUDGE

EXHIBIT 1

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Attorneys for Defendant Roy Miller Painting, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ISABEL RODRIGUEZ, and DANIEL TOVAR,
on behalf of themselves all employees similarly
situated,

Plaintiffs,

v.

ROY MILLER PAINTING, INC., a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Action Filed: March 20, 2023

Trial: Not Set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class and PAGA Representative Action Settlement (“Joint Stipulation of
3 Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs ISABEL
4 RODRIGUEZ, and DANIEL TOVAR, individually, and on behalf of all others similarly situated,
5 (“Plaintiffs” or “Class Representatives”), and Defendant ROY MILLER PAINTING, INC. (“Defendant”).
6 Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

7
8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 For purposes of this Settlement, “Complaint” refers to the operative complaint, which is the First
11 Amended Complaint.

12 For purposes of this Settlement, this matter, entitled *Rodriguez, et al. v. Roy Miller Painting, Inc.*,
13 Case No. 30-2023-01314830-CU-OE-CXC, is referred to herein as the “Action.”

14 For purposes of this Settlement, the “Class Period” is March 20, 2019 through May 1, 2023.

15 For purposes of this Settlement, the “Class” or “Class Members” consist of: All current and
16 former non-exempt employees of Defendant who worked in California at any time during the Class
17 Period. “Settlement Class Members” are those Class Members who do not submit a timely exclusion
18 request to the Settlement Administrator.

19 For purposes of this Settlement, “Class Counsel” means TUNYAN LAW, APC.

20 For purposes of this Settlement, “Covered Workweeks” means the number of weeks a Class
21 Member worked for Defendant in California during the Class Period.

22 For purposes of this Settlement, “Response Deadline” means the date sixty (60) days after the
23 Settlement Administrator initially mails the Notice to Settlement Class Members and the last date on
24 which Settlement Class Members may submit a request for exclusion or written objection to the
25 Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days
26 after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as
27 expressly described herein.

28 For purposes of the Settlement, “Defendant’s Counsel” means SHEPPARD, MULLIN, RICHTER

1 & HAMPTON LLP.

2 For purposes of this Settlement, “PAGA Allocation” means the amount that the Parties have
3 agreed to allocate to resolution of the claim for violation of the Labor Code Private Attorneys General Act
4 of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that the PAGA Allocation
5 will be \$15,000.00 from the Gross Settlement Amount. Pursuant to PAGA, Seventy Five Percent (75%),
6 or \$11,250.00, of the PAGA Allocation will be paid to the LWDA (“PAGA Penalty Payment”), and
7 Twenty Five Percent (25%), or \$3,750.00, of the PAGA Allocation will be included in the Net Settlement
8 Amount for PAGA Employees (“PAGA Settlement Payment”).

9 For purposes of this Settlement, “PAGA Period” means the period between March 20, 2022
10 through May 1, 2023.

11 For purposes of this Settlement, “PAGA Employee(s)” means all current and former non-exempt
12 employees of Defendant who worked in California at any time during the PAGA Period. PAGA
13 Employees cannot opt out of the settlement of the PAGA claim.

14 For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods each
15 PAGA Employee worked during the PAGA Period.

16 For purposes of this Settlement, “PAGA Representatives” means Plaintiffs.

17 For purposes of this Settlement, “Settlement Payments” means all of the payments to Settlement
18 Class Members (the “Settlement Class Payments”) and all of the payments to the PAGA Employees (the
19 “PAGA Settlement Payment”).

20 **STIPULATED BACKGROUND**

21 On March 20, 2023, Plaintiffs filed a putative Class Action alleging the following labelled causes
22 of action: (1) failure to pay all wages (Lab. Code §§ 204, 510, 1194, 1194.2, 1197, 1998); (2) failure to
23 provide meal periods (Lab. Code §§ 226.7, 512 and 1198 and Wage Order); (3) failure to provide rest
24 periods (Lab. Code §§ 226.7 and 1198 and Wage Order); (3); (4) failure to maintain and provide accurate
25 itemized wage statements (Lab. Code §§ 226(a) and 1174); (5) failure to timely pay all wages and final
26 wages (Lab. Code §§ 201, 202, 203, 204 and 210); (6) failure to indemnify necessary business expenses
27 (Lab. Code § 2802); and (7) Unfair Business Practices in violation of Bus. & Prof. Code § 17200 *et seq.*

28 On May 25, 2023, Plaintiffs filed their First Amended Complaint adding the eighth case of action for civil

1 penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.]
2 (“PAGA”). In the Complaint, Plaintiffs sought to represent all persons that worked for Defendant in
3 California as an hourly-paid, non-exempt employee at any time during the period beginning four years
4 before the filing of the initial complaint through the date final judgment is entered.

5 For purposes of this Agreement only, the parties stipulate that Plaintiffs satisfied the administrative
6 exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code
7 Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”) by submission of the notice
8 to the LWDA and Defendant on March 20, 2023. Defendant expressly reserves the right to assert this as a
9 defense should the Court decide to not approve this Settlement.

10 For purposes of this Agreement only, the Parties and their respective counsel stipulate and agree to
11 certification of the Class. If, for any reason, the Settlement is not approved, the stipulation to certification
12 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in no way
13 an admission that class certification is proper under the standard applied to contested certification motions
14 and that this Agreement will not be submitted in this or any other proceeding as evidence that (i) the Class
15 should be certified, or (ii) Defendant is liable to Plaintiff or any of the Class Members or PAGA
16 Employees. Further, neither this Agreement nor the Court’s actions with regard to this Agreement will be
17 submitted in any court or other tribunal regarding the propriety of class certification or collective treatment
18 for purposes other than the settlement of the Action. In the event that this Agreement is not approved by
19 the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendant will not be
20 deemed to have waived, limited, or affected in any way, any of its objections or defenses in the Action,
21 including, but not limited to, its defenses in opposition to class certification.

22 Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims
23 alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this
24 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs’ claims,
25 Defendant contends, among other things, that Plaintiffs and the Class Members and PAGA Employees
26 have been paid proper wages, have been provided meal periods, have been provided rest periods, have
27 been paid timely wages upon separation of employment, have been provided with accurate itemized wage
28 statements, have been reimbursed for all necessary business expenses, and treated in all respects in

1 accordance with California law with regard to the claims and facts alleged in the Complaint. Defendant
2 contends, among other things, that it has complied at all times with the California Labor Code and the
3 applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims,
4 Defendant contends that it has complied at all times with the California Business and Professions Code.

5 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all
6 disputes and claims arising from or related to the Complaint.

7 Class Counsel has conducted a thorough investigation into the facts of this Action, including an
8 extensive review of relevant documents, and has diligently pursued an investigation of the claims of the
9 Class and PAGA claims against Defendant. Based on its own independent investigation and evaluation,
10 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms
11 set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of
12 the Class and PAGA Employees in light of all known facts and circumstances, including the risk of
13 significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and
14 numerous potential appellate issues.

15 The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary
16 and final approval of this Settlement.

17 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to
18 implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

19 **PRIMARY TERMS OF SETTLEMENT**

20 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth
21 herein, the Parties agree, subject to the Court's approval, as follows:

- 22 (a) Effective Date: The "Effective Date" of the Settlement will be the last to occur of
23 the following: (a) the sixty-first (61st) day after service of notice of entry of the
24 court order granting final approval of the settlement; or (b) if an appeal, review or
25 writ is sought from the order, the day after the order is affirmed or the appeal,
26 review or writ is dismissed or denied, and the order is no longer subject to further
27 judicial review. Prior to the Effective Date, Defendant will not be required to fund
28 the settlement, in whole or in part, through the settlement administrator or any third

1 party.

- 2 (b) Gross Settlement Amount: Defendant's maximum total payment under the
3 Settlement, including all attorney's fees and costs, the Service Payment to the
4 named Plaintiffs, the costs of settlement administration, the PAGA Allocation, and
5 any other payments provided by this Settlement, is One Hundred Eighty-One
6 Thousand Dollars and Zero Cents (\$181,000.00) ("Gross Settlement Amount"),
7 subject to the Escalator Clause.
- 8 (c) Escalator Clause: Defendant represents that the number of workweeks worked in
9 the Class Period for those Class Members was estimated to be nine thousand fifty
10 (9,050). The parties stipulate to a 10% escalation of the estimated workweeks
11 without an increase to the Gross Settlement Amount. If the number of actual
12 workweeks during the Class Period exceeds 10% of the estimated workweeks (i.e.
13 exceeds 9,955 workweeks), Defendant can either have the Class Period end on the
14 date that the workweeks exceed 9,955 or increase the Gross Settlement Amount by
15 a pro-rata dollar value equal to the number of workweeks in excess of 9,955
16 workweeks. For example, if there is a 1% increase over 10%, then Defendant
17 could choose to increase the Gross Settlement Amount increases by 1% (the
18 "Escalator Clause").
- 19 (d) Non-reversionary Settlement: No portion of the Gross Settlement Amount will
20 revert to Defendant.
- 21 (e) No Claims Required: Class Members will not be required to submit a claim to
22 receive their Settlement payment.
- 23 (f) Net Settlement Amount: The Net Settlement Amount shall be calculated by
24 deducting from the Gross Settlement Amount (\$181,000.00) the following sums,
25 subject to approval by the Court: (1) attorney's fees (not to exceed 33 and 1/3% of
26 the Gross Settlement Amount, or \$60,333.33); (2) reasonable litigation costs (not to
27 exceed \$22,000.00); (3) the Service Payments (not to exceed \$5,000.00 to each
28 named Plaintiff, total \$10,000.00); (4) the PAGA Penalty Payment in the amount

of \$11,250.00 (which is 75% of the PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$6,500). Settlement Payments to the Class Members and PAGA Employees will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(g) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendant will be responsible for any **employer** payroll taxes required by law separate from the Gross Settlement Amount, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendant's employer share of payroll taxes after advising Defendant of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendant in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(h) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member (i.e., those Class Members who do not opt out of the Class Settlement, as defined above) will be paid a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totalling \$3,750.00, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$([\text{Workweeks worked by a Settlement Class Member}] \div [\text{Sum of all Covered Workweeks worked by all Settlement Class Members}]) \times [\text{Net Settlement Amount} - \text{all PAGA Settlement Payments}] = \text{individual Settlement Payment for a Settlement Class Member.}$$
 Settlement Class Payments in the appropriate amounts will be distributed by the

Settlement Administrator by mail to the Settlement Class Members. Uncashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below.

(i) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. PAGA Employees are not permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
$$([PAGA \text{ Pay Periods worked by a PAGA Employee}] \div [Sum \text{ of all PAGA Pay Periods worked by all PAGA Employees}]) \times [PAGA \text{ Settlement Payment to Employees, i.e. } \$3,750.00] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
 PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Uncashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time the Settlement Payments issue.

(j) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 20% to wages, 40% to penalties and 40% to interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendant's FICA and FUTA

1 contributions, based on the payment of claims to the Class Members. Class
2 Members are responsible to pay appropriate taxes due on the Settlement Payments
3 they receive. To the extent required by law, IRS Forms 1099 and W-2 will be
4 issued to each Class Member with respect to such payments. All PAGA
5 Settlement Payments will be allocated as 100% penalties.

6 (k) Settlement Payments Do Not Give Rise to Additional Benefits: The Settlement
7 Payments to be paid to Plaintiffs, Settlement Class Members, and PAGA
8 Employees, and the Service Award to be paid to Plaintiffs, shall be deemed not to
9 be pensionable earnings and shall not have any effect on the eligibility for, or
10 calculation of, any of the employee benefits (e.g., vacations, holiday pay,
11 retirement plans, etc.) of Plaintiffs, any Settlement Class Members, or any PAGA
12 Employees. Such payments do not represent any modification of Plaintiffs',
13 settlement Class Members', or PAGA Employees previously credited hours of
14 service or other eligibility criteria under any employee pension benefit plan or
15 employee welfare benefit plan sponsored by Defendant. Further, any Settlement
16 Payments or Service Awards shall not be considered "compensation" in any year
17 for purposes of determining eligibility for, or benefit accrual within, an employee
18 pension benefit plan or employee welfare benefit plan sponsored by Defendant.

19 (l) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
20 object to Class Counsel's application for attorney's fees not to exceed 33 and 1/3%
21 of the Gross Settlement Amount (\$60,333.33) and reimbursement of litigation
22 costs and expenses not to exceed \$22,000.00. Approved attorney's fees and
23 litigation costs shall be paid at the same time Settlement Payments issue to the
24 Settlement Class Members.

25 (m) Service Payments: Subject to Court approval, and in exchange for a general
26 release, Defendant will not object to Class Counsel's application for an additional
27 payment of up to \$5,000.00 to each Plaintiff for service as a Class Representative,
28 total \$10,000.00 ("Service Payment"). It is understood that the Service Payment is

1 in addition to the individual Settlement Payment to which a Class Representative is
2 entitled to along with the other Class Members.

3 (n) Plaintiffs' General Release. Plaintiffs fully and finally release the Released
4 Parties (as defined herein), and each of them, from any and all claims, whether
5 asserted or unasserted, known and unknown, under federal, state and/or local
6 law, statute, ordinance, regulation, common law, or other source of law,
7 including but not limited to claims arising from or related to their employment
8 with Defendant and their compensation while an employee of Defendant
9 ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include all claims
10 arising from or related to the Action; all claims for unpaid wages, including, but
11 not limited to, failure to pay minimum wages, straight time compensation,
12 overtime compensation, double-time compensation, and interest; the calculation
13 of the regular rate of pay; wages related to alleged illegal rounding; missed
14 meal periods and rest periods; meal and rest period premiums; reimbursement
15 for all business expenses; payment for all hours worked, including off-the-clock
16 work; inaccurate wage statements; unauthorized or improper deductions; failure
17 to keep accurate records; unfair business practices; penalties, including, but not
18 limited to, meal/rest period penalties, recordkeeping penalties, wage statement
19 penalties, minimum-wage penalties, and waiting-time penalties; attorneys' fees;
20 and costs, as well as all claims arising under the California Labor Code
21 (including but not limited to Sections 200, 201, 201.3, 201.5, 201.6, 201.8,
22 201.9, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5,
23 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 500,
24 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
25 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, 2698 et seq., and 2699 et seq.);
26 the Wage Orders of the California Industrial Welfare Commission; the
27 California Private Attorneys General Act of 2004 ("PAGA"); California
28 Business and Professions Code Section 17200, et seq.; the California Civil

1 Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR
2 Sections 11010, 11040, and 11090; California Code of Civil Procedure,
3 including but not limited to Section 1021.5; the California common law of
4 contract; the FLSA, 29 U.S.C. Section 201, et seq.; federal common law; and
5 the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, et seq.
6 (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages
7 and benefits, emotional distress, retaliation, punitive damages, and attorneys’
8 fees and costs arising under federal, state, or local laws for discrimination,
9 harassment, retaliation, and wrongful termination, such as, by way of example
10 only, (as amended) 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of
11 1964, the Americans With Disabilities Act, the Age Discrimination in
12 Employment Act, and the California Fair Employment and Housing Act; and
13 the law of contract and tort. Plaintiffs who are 40 years of age or older shall
14 release all claims under the ADEA pursuant to the OWBPA Plaintiffs stipulate
15 and agree that each of them have expressly waived and relinquished, to the
16 fullest extent permitted by law, the provisions, rights and benefits of Section
17 1542 of the California Civil Code, or any other provision under federal or state
18 law, which provides:

19 A general release does not extend to claims which the creditor or
20 releasing party does not know or suspect to exist in his or her favor at
21 the time of executing the release, which if known by him or her must
22 have materially affected his or her settlement with the debtor or released
23 party.

24 The Parties understand that the General Release does not release any claims that
25 Plaintiffs cannot lawfully release. It is also understood and agreed by
26 Defendant that this release does not limit Plaintiffs from filing and seeking
27 damages for any Workers’ Compensation claims and/or unemployment
28 insurance claims.

- 1 (o) The Settlement Administrator will issue an IRS Form 1099 for the Service
2 Payment to the Plaintiffs. Plaintiffs shall be solely and legally responsible to pay
3 any and all applicable taxes on the Service Payment and shall hold harmless the
4 Released Parties from any claim or liability for taxes, penalties or interest arising as
5 a result of the payment. Plaintiffs are solely responsible for providing a completed
6 IRS W-9 form to the Settlement Administrator prior to distribution. The
7 Settlement Administrator will issue to Plaintiffs an IRS Form 1099 reflecting the
8 Service Payment. Plaintiffs agree not to opt out or object to the Settlement,
9 including the Service Payment as the Class Representative.
- 10 (p) Settlement Administrator: The Settlement Administrator will be ILYM GROUP,
11 Inc. Settlement Administration Costs are estimated not to exceed \$6,500.
- 12 (q) Funding of Settlement Account: Defendant will fund the Gross
13 Settlement Amount in two equal installments. The first installment in the
14 amount of \$90,500 will be funded by Defendant no later than twelve (12)
15 months from November 18, 2023 or five (5) days after the Effective Date,
16 whichever date is later (“First Installment”). The second installment in the
17 amount of \$90,500 will be funded by Defendant no later than six (6) months
18 from the date of the first installment payment receipt (“Second Installment”).
19 Defendant shall also fund the amounts necessary to fully pay Defendant’s share
20 of payroll taxes by transmitting the funds to the Settlement Administrator with
21 each installment payment.
- 22 (r) Distribution and Mailing of Settlement Payments: The Administrator shall
23 mail checks for the First Installment no later than fourteen (14) calendar days
24 after Defendant funds the First Installment, in the following order of priority
25 from the First Installment: (i) full payment of the Service Payment to Class
26 Representatives; (ii) partial payment in the amount of one half (50%) of LWDA
27 PAGA Payment; (iii) partial payment in the amount of one half (50%) of all
28 Individual PAGA Payments; (iv) partial payment in the amount of one half

(50%) of Individual Class Payments; (v) partial payment in the amount of one half (50%) of the Administration Expenses Payment; (vi) partial payment in the amount of one half (50%) of the Class Counsel costs, and (vii) partial payment in the amount of the remainder of the First Installment after deduction of the payments provided in subclauses (i)-(vi) to the Class Counsel Fees Payment. The Administrator shall mail checks for the Second Installment no later than fourteen (14) calendar days after Defendant funds the Second Installment, in the following order of priority from the Second Installment: (i) partial payment in the amount of the remaining half (50%) of Individual Class Payments, (ii) partial payment in the amount of the remaining half (50%) of Individual PAGA Payments, (iii) partial payment in the amount of the remaining half (50%) of LWDA PAGA Payment; (iii) partial payment in the amount of the remaining half (50%) of the Administration Expenses Payment, (iv) partial payment in the amount of the remaining half (50%) of the Class Counsel costs, and (v) partial payment in the amount of the remainder the Class Counsel Fees Payment after deduction of the partial payment of Class Counsel Fees received from the First Installment.

- (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement (“Notice”) as well as an Objection Form and Request for Exclusion Form attached to this Agreement as Exhibits C and D (together with the “Notice,” the” Notice Packet”). For each Class Member, there will be pre-printed information on the mailed Notice, based on Defendant’s records, stating the Class Member’s Covered Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA Settlement Payment that will be distributed irrespective of any exclusion request. The pre-printed information based on Defendant’s records shall be presumed to be

correct. A Class Member may dispute the pre-printed information on the Notice as to his or her Covered Workweeks during the Class Period. Class Members must submit any dispute regarding the information on the Notice as to his or her Covered Workweeks within the Response Deadline.

(t) Settlement Notice Language: The Notice will issue in English and Spanish.

(u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of the PAGA Claim. Plaintiffs shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiffs files the motion for preliminary approval.

(v) Resolution of Workweek Disputes: Defendant's records will be presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks credited to a Class Member based thereon. If a Class Member disputes the Workweeks credited to him or her, as stated in the Notice, the Class Member must submit written correspondence to the Settlement Administrator that is postmarked no later than the Response Deadline explaining the basis for the dispute and including any supporting documentation showing that the Workweeks credited to him or her is inaccurate. If a Class Member disputes the accuracy of Defendant's records used to calculate Covered Workweeks, the Settlement Administrator will evaluate the evidence submitted by the Class Member and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Settlement Administrator's recommendation, the dispute will be presented to the Court for determination.

(w) Right of Class Member to Request Exclusion from the Settlement: Class Members who wish to exclude themselves from the Settlement must submit a complete, valid, and timely Request for Exclusion Form ("Request for Exclusion Form") to

1 the Settlement Administrator by mail, postmarked on or before the Response
2 Deadline. The date of the postmark on the return mailing envelope will be the
3 exclusive means for determining whether a Request for Exclusion has been timely
4 submitted. The Request for Exclusion Form that will accompany the Notice is
5 attached hereto as **Exhibit “C.”** The Request for Exclusion Form accompanying
6 the Notice will be pre-printed with the Class Member’s name and address to
7 facilitate identification by the Settlement Administrator. To be complete, the Class
8 Member must sign and date the Request for Exclusion Form and include the last
9 four digits of their social security number. The name and last four digits of the
10 Social Security number provided by the Class Member on the Request for
11 Exclusion Form must match Defendant’s records as provided to the Settlement
12 Administrator, or match Defendant’s records for that particular Class Member.
13 The name and Social Security number provided by the Class Member will be
14 deemed to match Defendant’s records only if: (1) both the first name and the last
15 name and the last four digits of the Social Security number provided by the Class
16 Member match Defendant’s records; (2) the first name and the last four digits of
17 the Social Security number provided by the Class Member match Defendant’s
18 records and it appears the last name has been changed as a result of a change in
19 marital status or is a shortened or lengthened version of the name that appears in
20 Defendant’s records; or (3) the last four digits of the Social Security number and
21 last name match Defendant’s records and the first name provided is either a
22 nickname or a shortened or lengthened version of the name that appears in
23 Defendant’s records. Each Class Member who does not submit a Request for
24 Exclusion Form in compliance with this paragraph will be deemed to be a
25 Settlement Class Member. Settlement Class Members will be bound by all terms
26 of the Settlement Agreement and the Final Approval Order and Final Judgment.
27 Any Class Member who submits a Request for Exclusion Form will not be a
28 Settlement Class Member, will not be entitled to receive any Settlement Class

1 Payment, and will not be bound by this Agreement or have any right to object,
2 appeal, or comment thereon. No later than thirty (30) calendar days before the
3 Final Approval Hearing, the Settlement Administrator shall provide counsel for the
4 Parties with a complete list of all Class Members who have submitted a complete,
5 valid, and timely Request for Exclusion Form.

6 (x) Right of Settlement Class Member to Object to The Settlement: A Settlement
7 Class Member may object to the Settlement. To assert an objection to the
8 Settlement, a Settlement Class Member must submit an Objection Form to the
9 Settlement Administrator by first class U.S. mail at the address specified on the
10 Notice in the form attached hereto as **Exhibit “D”**, not later than the Response
11 Deadline. The date of the postmark will be the exclusive means for determining
12 whether an objection has been timely submitted. If any Class Member chooses to
13 submit a written objection not in the form attached hereto as **Exhibit “D”**, the
14 written objection must include: (1) the objector’s full name, address, last four digits
15 of his or her Social Security number, and signature; (2) the case name and number;
16 (3) the factual and legal basis, with supporting documents, if any, on which the
17 objection is based; (4) whether the objector is represented by an attorney and
18 providing the contact information of any such attorney; and (5) whether the
19 objector plans to appear at the Final Approval Hearing. The Parties agree that the
20 Settlement Administrator shall not disclose the last four digits of any objecting
21 Class Member’s Social Security number to anyone but the Parties, that such
22 information will be securely held, and that the disclosure of those last four digits to
23 the Parties shall not be used for any purpose except to ascertain the identity of the
24 objector for administration of this Settlement. Any person who fails to timely
25 submit their written objections in the manner specified above may still appear and
26 object at the Final Approval Hearing. If a Settlement Class Member objects to this
27 Settlement, the Settlement Class Member will remain a member of the Class for
28 Settlement purposes, and if the Court grants final approval of the Settlement, he or

1 she will be bound by the terms of the Settlement and any Final Approval Order and
2 Final Judgment. Within three (3) business days of receipt of an objection, the
3 Settlement Administrator shall provide counsel for the Parties with a copy of the
4 objection. No later than thirty (30) calendar days before the Final Approval
5 Hearing, the Settlement Administrator shall provide counsel for the Parties with a
6 complete list of Settlement Class Members who have submitted an objection. Prior
7 to the Final Approval Hearing, the Settlement Administrator shall submit copies of
8 the objections that it has received, to the Court by way of declaration. Regardless
9 of the form, an objection alone will not satisfy the requirement that a Settlement
10 Class Member must either make a timely complaint in intervention before final
11 judgment or by file a motion to set aside and vacate the class judgment under Code
12 of Civil Procedure § 663 to have standing to appeal entry of judgment approving
13 this Settlement, as is required under the California Supreme Court decision of
14 *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who
15 does not object prior to or at the Final Approval Hearing, will be deemed to have
16 waived any objections and will be foreclosed from making any objections (whether
17 at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the
18 objecting Class Member does not formally intervene in the action or move to set
19 aside any judgment and/or the Court rejects the Class Member's objection, the
20 Class Member will still be bound by the terms of this Agreement. Class Counsel
21 and Defendant's Counsel may, at least five (5) calendar days (or some other
22 number of days as the Court shall specify) before the final approval hearing, file
23 responses to any written objections submitted to the Court.

24 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

25 Subject to the Court's approval, and subject to reconsideration by the Parties after a competitive
26 bidding process, the Parties have agreed to the appointment of ILYM GROUP, Inc. to perform the
27 customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice, both in
28 English and Spanish, to the Class Members.

1 The Settlement Administrator will independently review the Covered Workweeks attributed to
2 each Class Member and will calculate the estimated amounts due to each Class Member and the actual
3 amounts due to each Settlement Class Member in accordance with this Settlement. The Settlement
4 Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement
5 Administrator shall be granted reasonable access to Defendant's records in order to perform its duties.

6 In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount
7 from Defendant, the Settlement Administrator will issue and send out the Settlement Payment checks to
8 the Class Members in two installments. Tax treatment of the Settlement Payments will be as set forth
9 herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement
10 Administrator's performance of its duties shall be referred to the Court, if necessary, which will have
11 continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations
12 contemplated by this Settlement have been fully carried out.

13 The Settlement Administrator will post the First Amended Complaint, the notice letter to the
14 LWDA, the Settlement Agreement, the court orders granting preliminary and final approval of the
15 Settlement and final judgment approving the Settlement, and the Notice on the Settlement Administrator's
16 website for a period of not less than 180 calendar days after the final judgment is entered. The address of
17 that website will be included in the Notice.

18 **ATTORNEY'S FEES AND COSTS**

19 In consideration for resolving this matter and in exchange for the release of all claims by the Class
20 Members, including Plaintiffs, and subject to approval by the Court, Defendant will not object to Class
21 Counsel's application for attorney's fees not to exceed 33 and 1/3% of the Gross Settlement Amount
22 (\$60,333.33 of \$181,000.00) and litigation costs not to exceed \$22,000.00. The amounts set forth above
23 will cover all work performed and all fees and costs incurred to date, and all work to be performed and all
24 fees and costs to be incurred in connection with the approval by the Court of this Settlement and
25 administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve
26 a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s)
27 and the maximum amount set forth above shall be added to the Net Settlement Amount. Class Counsel
28 shall disclose to the Court any fee sharing agreements in existence.

THE NOTICE PROCESS

A Notice in approximately the form attached hereto as **Exhibit “B”**, the Request for Exclusion Form in approximately the form attached hereto as **Exhibit “C”** and the Objection Form in approximately the form attached hereto as **Exhibit “D”** and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice Packet shall be translated into Spanish so that Spanish and English language versions of the Notice Packet are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

(y) Within 20 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (4) dates of employment with Defendant in California. This database shall be based on Defendant’s payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List; this check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database confidential and secure and use it only for the purposes described herein, and will return this database to Defendant upon final approval of the settlement or destroy electronic records containing the database after the Settlement is final and all payments are distributed as required under this Agreement.

(z) Within 14 calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

(aa) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on

1 the returned envelope. A returned Notice will be forwarded by the Settlement
2 Administrator any time that a forwarding address is provided with the returned
3 mail. If there is no forwarding address, the Settlement Administrator will do a
4 computer search for a new address using the Class Member's social security
5 number or other information. In any instance where a Notice is re-mailed, that
6 Class Member will have until the extended Response Deadline as described above.
7 Upon completion of these steps by the Settlement Administrator, Defendant and
8 the Settlement Administrator shall be deemed to have satisfied their obligations to
9 provide the Notice to the affected Class Member. The affected Class Member shall
10 remain a member of the Settlement Class and shall be bound by all the terms of the
11 Settlement and the Court's Order and Final Judgment.

12 (bb) Class Counsel shall provide to the Court, at least five calendar days prior to the
13 final approval hearing, or such other date as set by the Court, a declaration by the
14 Settlement Administrator of due diligence and confirming mailing of the Notices.

15 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

16 As set forth above, each Class Member will have until the expiration of the applicable Response
17 Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's
18 Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the
19 Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member
20 is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of
21 proof of mailing.

22 The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement
23 Class Members and PAGA Employees in two installments as provided herein. Settlement Class Payments
24 and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid
25 and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will
26 automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member
27 within that time, and the Class Member's relevant claims will remain released by the Settlement.
28 Settlement Payment checks which have expired will not be reissued.

1 Funds from uncashed or abandoned Settlement Payment checks, based on a 180-day void date,
2 shall be transmitted to the California State Controller’s Office for Unclaimed Property in the name of each
3 Class Member who failed to cash their Settlement Payment check prior to the void date.

4 Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall
5 provide Class Counsel and Defendant’s Counsel with a report listing the amounts of all payments to be
6 made to Class Members (to be identified anonymously by a random identifier). A Declaration attesting to
7 completion of all payment obligations will be provided to Class Counsel and Defendant’s Counsel and
8 filed with the Court by Class Counsel.

9 **RELEASE BY THE CLASS**

10 Released Class Claims. Settlement Class Members, and their successors, assigns, and/or agents,
11 upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant
12 and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees,
13 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
14 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
15 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its
16 respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
17 fiduciaries, parents, subsidiaries, and assigns, and each of them (“Released Parties”) from the Class
18 Released Claims. The Class Released Claims are defined as any and all claims, debts, liabilities, demands,
19 actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that
20 could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including
21 but not limited to state and/or federal wage and hour claims (including all claims under the California
22 Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including
23 minimum wages, straight time compensation, overtime compensation, double-time compensation,
24 reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal
25 periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay;
26 payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding;
27 failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to
28 timely pay all wages during employment; failure to timely pay all wages due at separation of employment;

1 failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief;
2 interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties,
3 minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs, withholding from
4 wages. The Class Released Claims also expressly include all claims arising under the California Labor
5 Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194,
6 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, *et seq.*;
7 violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); the Wage
8 Orders of the California Industrial Welfare Commission. This release excludes the release of claims not
9 permitted by law.

10 Released PAGA Claims. Upon full payment of Gross Settlement Amount, Plaintiffs, the LWDA,
11 and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or
12 agents, and each of them, will be deemed to have fully and finally released and discharged the Released
13 Parties, and each of them, of any and all causes of action for civil penalties pursuant to the California
14 Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) that were
15 alleged in the Action based on the facts and allegations pleaded in the Complaint and/or the LWDA notice
16 letter attached hereto as “**Exhibit A,**” including all claims for civil penalties based upon or arising out of
17 any Defendant's alleged failure to pay all wages due, including minimum wages, straight time
18 compensation, overtime compensation, double-time compensation, reporting time compensation, and
19 interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods;
20 failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours
21 worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate
22 itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during
23 employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate
24 records, including payroll records; unfair business practices; declaratory relief; interest; penalties,
25 including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties,
26 and waiting-time penalties; and claims for civil penalties arising under or based upon alleged violations of
27 California Labor Code Sections 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198,
28 2802, 2698 *et seq.*, 2699 *et seq.*, and/or those arising under applicable Industrial Welfare Commission

1 Wage Orders. The time frame of the Released PAGA Claims shall be the PAGA Period.

2 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

3 Plaintiffs shall submit this Joint Stipulation of Class Action Settlement to the Court in support of
4 Plaintiffs' unopposed motion for preliminary approval for determination by the Court as to its fairness,
5 adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement,
6 Plaintiffs shall apply to the Court for the entry of an order:

- 7 (cc) Scheduling a final approval and fairness hearing on the question of whether the
8 proposed Settlement, including payment of attorney's fees and costs, and the Class
9 Representatives' service payment, should be finally approved as fair, reasonable,
10 and adequate as to the members of the Class;
- 11 (dd) Certifying a Class (for Settlement purposes only);
- 12 (ee) Approving as to form and content the proposed Notice Packet;
- 13 (ff) Directing the mailing of the Notice Packet;
- 14 (gg) Preliminarily approving the Settlement, including Class and PAGA claims, subject
15 only to the objections of Class Members as to the Class Settlement and final review
16 by the Court;
- 17 (hh) Conditionally appointing Plaintiffs and Class Counsel as representatives of the
18 proposed Class Members; and,
- 19 (ii) Appointing ILYM GROUP, Inc. as the Settlement Administrator, and order the
20 Settlement Administrator to issue Notices as outlined above.

21 Defendant and its counsel agree to cooperate to obtain approval of the Settlement, pursuant to the
22 terms set forth herein. Pursuant to the Parties' confidentiality agreement, Defendant will provide to
23 Plaintiff financial information justifying distribution of settlement money in two installment payments in
24 connection with Defendant's financial condition. If ordered by the Court, Defendant will provide
25 necessary financial background to the Court via a declaration in the form satisfactory to the Court
26 requirements to approve the Settlement . Failure by Defendant to provide necessary financial information
27 and declarations requested by court justifying distribution of settlement money in two installment
28 payments will constitute material breach of this Agreement. Should the Court find that information

provided by Defendant not satisfactory for approval of the settlement money distribution in two installment payments, Defendant has an obligation to provide additional information to the court as requested until found satisfactory or negotiate with Plaintiff an amendment to the Settlement Agreement to distribute the settlement money in a single installment.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (jj) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (kk) Approving Class Counsel's application for an award of attorney's fees and costs;
- (ll) Approving the Service Payments to the Class Representatives;
- (mm) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (nn) Adjudging Plaintiffs and Class Counsel may adequately represent the Class for the purpose of entering into and implementing the Agreement;
- (oo) Entering a final judgment in the action as to all PAGA and Class Claims and related issues;
- (pp) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished.

Any revised final judgments will also be provided to Defendant's Counsel for review and approval before they are submitted to the Court.

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If more than 20% of the Class Members opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiffs' Counsel written notice, by facsimile, e-mail, or mail, no later than five (5) days prior to the date of the Final Approval Hearing. If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator to that date.

PARTIES' AUTHORITY

The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become

1 necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.
2 As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and
3 cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's
4 preliminary and final approval of this Settlement.

5 **NO PRIOR ASSIGNMENTS**

6 The Parties and their respective counsel represent, covenant, and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
8 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
9 released and discharged except as set forth herein.

10 **NO ADMISSION OF LIABILITY**

11 Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed
12 an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant
13 denies all the claims and contentions alleged by the Plaintiffs in this case. The Defendant has entered into
14 this Settlement solely with the intention to avoid further disputes and litigation with the attendant
15 inconvenience and expenses.

16 **ENFORCEMENT ACTIONS**

17 The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement
18 shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the
19 Action over all parties and the Class Members to interpret and enforce the terms, conditions, and
20 obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event
21 that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any
22 other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations
23 under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful
24 party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection
25 with any enforcement actions.

26 **CONSTRUCTION**

27 The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy,
28

intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees.

BINDING ON ASSIGNS

This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

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

1 **COUNTERPARTS**

2 This Settlement may be executed in counterparts and by electronic or facsimile signatures, and
3 when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed
4 an original, and, when taken together with other signed counterparts, shall constitute one Settlement,
5 which shall be binding upon and effective as to all Parties.

6 **CONFIDENTIALITY & PUBLIC COMMENT**

7 Plaintiffs and Class Counsel agree that they will not issue any press releases, initiate any contact
8 with the press, respond to any press inquiry or have any communication with the press about the amount
9 or terms of the Settlement. Class Counsel may respond to press inquiries by stating the matter has been
10 resolved and refer the press to court filings. In addition, Plaintiffs and Class Counsel agree that they will
11 not engage in any advertising or distribute any marketing materials specifying any material terms relating
12 to the Settlement of the Action, including but not limited to any postings on any websites maintained by
13 Class Counsel and including but not limited to the identity of Defendant and/or any information that
14 identifies Defendant. The Settlement Administrator shall not create nor maintain any separate website
15 regarding this Settlement at any time. Any communication about the Settlement to Class Members prior
16 to the Court-approved mailing of the Class Notice will be limited to a statement that a settlement has been
17 reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiffs are
18 prohibited from discussing the terms or the fact of the settlement with third parties other than (1) their
19 immediate family members, and/or (2) their accountants or lawyers as necessary for tax purposes.
20 Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions of
21 papers that are required to be made to the LWDA in conformity with PAGA.

22 **FINAL JUDGMENT**

23 The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be
24 made and entered in its entirety. The final judgment may be included in the Order granting Final Approval
25 of the Settlement.

26 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
27 Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

28 IT IS SO STIPULATED.

Plaintiffs & Class Representatives:

Dated: By: _____
ISABEL RODRIGUEZ

Dated: By: _____
DANIEL TOVAR

Plaintiffs' Counsel:

Dated: TUNYAN LAW, APC
By: _____
Lilit Tunyan
Artur Tunyan
Attorneys for Plaintiffs

Defendant:

Dated: ROY MILLER PAINTING INC.
By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Greg S. Labate
Lauren J. Blaes
Attorneys for Defendant

EXHIBIT 2

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Attorneys for Defendant Roy Miller Painting, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ISABEL RODRIGUEZ, and DANIEL TOVAR,
on behalf of themselves all employees similarly
situated,

Plaintiffs,

v.

ROY MILLER PAINTING, INC., a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Complaint filed: March 20, 2023

Trial date: Not yet set

1 **FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA**

2 **REPRESENTATIVE ACTION SETTLEMENT**

3 This First Amendment to the Joint Stipulation of Class and PAGA Representative Action
4 Settlement (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs
5 ISABEL RODRIGUEZ, and DANIEL TOVAR, individually, and on behalf of all others similarly
6 situated, (“Plaintiffs” or “Class Representatives”), and Defendant ROY MILLER PAINTING, INC.
7 (“Defendant”). Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

8 The Parties hereby agree to amend the Joint Stipulation of Class and PAGA Representative
9 Action Settlement executed by the Parties on January 25, 2024 as follows:

10 **REVISED PROVISIONS**

11 Paragraph 23(q) of the Settlement Agreement is hereby amended and now reads as follows:

12 (q) Funding of Settlement Account: Defendant will fund the Gross Settlement Amount
13 within five (5) days after the Effective Date or by May 15, 2025, whichever date is later. Defendant shall
14 also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds
15 to the Settlement Administrator with the Gross Settlement Amount.

16
17 Paragraph 23(r) of the Settlement Agreement is hereby amended and now reads as follows:

18 (r) Distribution and Mailing of Settlement Payments and other payments: The Settlement
19 Administrator shall mail checks for Individual Settlement Class Payments and Individual PAGA
20 Settlement Payments and distribute the Class Counsel’s Fees and Costs, Service Payments, LWDA’s
21 PAGA Penalty Payment, and the Settlement Administration Costs no later than fourteen (14) calendar
22 days of receipt of the Gross Settlement Amount from Defendant.

23
24 Paragraph 23(v) of the Settlement Agreement is hereby amended and now reads as follows:

25 (v) Resolution of Workweek Disputes: Defendant’s records will be presumed determinative,
26 absent credible evidence to rebut the accuracy of the Workweeks credited to a Class Member based
27 thereon. If a Class Member disputes the Workweeks credited to him or her, as stated in the Notice, the
28 Class Member must submit written correspondence to the Settlement Administrator that is postmarked

1 no later than the Response Deadline explaining the basis for the dispute and including any supporting
2 documentation showing that the Workweeks credited to him or her is inaccurate. If a Class Member
3 disputes the accuracy of Defendant's records used to calculate Covered Workweeks, the Settlement
4 Administrator will evaluate the evidence submitted by the Class Member and make an initial decision as
5 to which figures should be applied. The parties shall file with the court all Workweeks Disputes
6 submitted by Class Members together with the evidence submitted by Class Members, and the decision
7 made based on that evidence. Although the Settlement Administrator may make the initial decision
8 regarding the Workweeks Disputes, the court may review any decision made by the Settlement
9 Administrator regarding Workweeks Disputes.

10
11 Paragraph 23(w) of the Settlement Agreement is hereby amended and now reads as follows:

12 (w) Right of Class Member to Request Exclusion from the Settlement: Class Members who
13 wish to exclude themselves from the Settlement must submit a complete, valid, and timely Request for
14 Exclusion Form ("Request for Exclusion Form") to the Settlement Administrator by mail, postmarked on
15 or before the Response Deadline. The date of the postmark on the return mailing envelope will be the
16 exclusive means for determining whether a Request for Exclusion has been timely submitted. The
17 Request for Exclusion Form that will accompany the Notice is attached hereto as Exhibit "C." The
18 Request for Exclusion Form accompanying the Notice will be pre-printed with the Class Member's
19 name and address to facilitate identification by the Settlement Administrator. To be complete, the Class
20 Member must sign and date the Request for Exclusion Form and include the last four digits of their
21 social security number. The name and last four digits of the Social Security number provided by the
22 Class Member on the Request for Exclusion Form must match Defendant's records as provided to the
23 Settlement Administrator, or match Defendant's records for that particular Class Member. The name
24 and Social Security number provided by the Class Member will be deemed to match Defendant's records
25 only if: (1) both the first name and the last name and the last four digits of the Social Security number
26 provided by the Class Member match Defendant's records; (2) the first name and the last four digits of
27 the Social Security number provided by the Class Member match Defendant's records and it appears the
28 last name has been changed as a result of a change in marital status or is a shortened or lengthened

1 version of the name that appears in Defendant's records; or (3) the last four digits of the Social Security
2 number and last name match Defendant's records and the first name provided is either a nickname or a
3 shortened or lengthened version of the name that appears in Defendant's records. Each Class Member
4 who does not submit a Request for Exclusion Form in compliance with this paragraph will be deemed to
5 be a Settlement Class Member. Settlement Class Members will be bound by all terms of the Settlement
6 Agreement and the Final Approval Order and Final Judgment. Any Class Member who submits a
7 Request for Exclusion Form will not be a Settlement Class Member, will not be entitled to receive any
8 Settlement Class Payment, and will not be bound by the Released Class Claims or have any right to
9 object, appeal, or comment thereon. No later than thirty (30) calendar days before the Final Approval
10 Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of all
11 Class Members who have submitted a complete, valid, and timely Request for Exclusion Form. All
12 Requests for Exclusion shall be submitted to the court.

13
14 Paragraph 23(x) of the Settlement Agreement is hereby amended and now reads as follows:

15 (x) Right of Settlement Class Member to Object to The Settlement: A Settlement Class Member
16 may object to the Settlement. To assert an objection to the Settlement, a Settlement Class Member must
17 submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address
18 specified on the Notice in the form attached hereto as **Exhibit "D"**, not later than the Response Deadline.
19 The date of the postmark will be the exclusive means for determining whether an objection has been
20 timely submitted. If any Class Member chooses to submit a written objection not in the form attached
21 hereto as **Exhibit "D"**, the written objection must include: (1) the objector's full name, address, last four
22 digits of his or her Social Security number, and signature; (2) the case name and number. The Parties
23 agree that the Settlement Administrator shall not disclose the last four digits of any objecting Class
24 Member's Social Security number to anyone but the Parties, that such information will be securely held,
25 and that the disclosure of those last four digits to the Parties shall not be used for any purpose except to
26 ascertain the identity of the objector for administration of this Settlement. Any person who fails to
27 timely submit their written objections in the manner specified above may still appear and object at the
28 Final Approval Hearing. If a Settlement Class Member objects to this Settlement, the Settlement Class

1 Member will remain a member of the Class for Settlement purposes, and if the Court grants final
2 approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final
3 Approval Order and Final Judgment. Within three (3) business days of receipt of an objection, the
4 Settlement Administrator shall provide counsel for the Parties with a copy of the objection. No later than
5 thirty (30) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide
6 counsel for the Parties with a complete list of Settlement Class Members who have submitted an
7 objection. Prior to the Final Approval Hearing, the Settlement Administrator shall submit copies of the
8 objections that it has received, to the Court by way of declaration. Regardless of the form, an objection
9 alone will not satisfy the requirement that a Settlement Class Member must either make a timely
10 complaint in intervention before final judgment or by file a motion to set aside and vacate the class
11 judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving
12 this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration*
13 *Hardware*, 4 Cal. 5th 260 (2018). If the objecting Class Member does not formally intervene in the
14 action or move to set aside any judgment and/or the Court rejects the Class Member's objection, the
15 Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendant's
16 Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify)
17 before the final approval hearing, file responses to any written objections submitted to the Court.

18
19 Paragraph 26 of the Settlement Agreement is hereby amended and now reads as follows:

20 26. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
21 Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment
22 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and
23 in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
24 performance of its duties shall be referred to the Court, if necessary, which will have continuing
25 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
26 contemplated by this Settlement have been fully carried out.

27
28 Paragraph 31 of the Settlement Agreement is hereby amended and now reads as follows:

1 31. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
2 Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and
3 PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and
4 negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will
5 automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member
6 within that time, and the Class Member's relevant claims will remain released by the Settlement.
7 Settlement Payment checks which have expired will not be reissued.

8
9 Paragraph 34 of the Settlement Agreement is hereby amended and now reads as follows:

10 34. Released Class Claims. Settlement Class Members, and their successors, assigns, and/or
11 agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge
12 Defendant and each of its past, present and future agents, employees, servants, officers, directors,
13 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity
14 sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors,
15 successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated
16 organizations, and all of its respective past, present and future employees, directors, officers, agents,
17 attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them ("Released
18 Parties") from the Class Released Claims. The Class Released Claims are defined as any and all claims,
19 debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended
20 Complaint in the Action, or that could have been pleaded or asserted based on the facts alleged in the
21 First Amended Complaint, including but not limited to state and/or federal wage and hour claims
22 (including all claims under the California Labor Code and Industrial Welfare Commission Wage
23 Orders), failure to pay all wages due, including minimum wages, straight time compensation, overtime
24 compensation, double-time compensation, reporting time compensation, and interest; the calculation of
25 the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal
26 and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-
27 clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage
28 statements; failure to reimburse business expenses; failure to timely pay all wages during employment;

1 failure to timely pay all wages due at separation of employment; failure to maintain accurate records,
2 including payroll records; unfair business practices; declaratory relief; interest; penalties, including but
3 not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-
4 time penalties; and attorneys' fees and costs, withholding from wages. To the extent not already
5 mentioned above, the Class Released Claims expressly include all claims arising under the California
6 Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174,
7 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, et
8 seq.; violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.); the
9 Wage Orders of the California Industrial Welfare Commission. This release excludes the release of
10 claims not permitted by law.

11
12 Paragraph 35 of the Settlement Agreement is hereby amended and now reads as follows:

13 35. Released PAGA Claims. Upon full payment of Gross Settlement Amount, Plaintiffs and
14 each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or
15 agents, and each of them, fully and finally release and discharge the Released Parties, and each of them,
16 for any and all civil penalties recoverable under the California Labor Code Private Attorneys General Act
17 of 2004 (California Labor Code § 2698, et seq.) based on the facts and allegations pleaded in the
18 Complaint and/or the LWDA notice letter attached hereto as "**Exhibit A** ("Released PAGA Claims"),
19 which includes Plaintiffs' allegations that Defendant failed to pay all wages due for all hours worked,
20 failed to pay minimum wages, failed to pay straight time wages, failed to pay all overtime and double-
21 time wages, failed to timely pay all wages during employment, required employees to work off-the-
22 clock, failed to maintain accurate records of hours worked, failed to provide meal periods, failed to
23 authorize and permit rest periods, failed to pay meal period premiums, failed to pay rest period
24 premiums, failed to indemnify business expenses, failed to timely pay all wages upon termination of
25 employment, failed to provide accurate, itemized wage statements, and, to the extent not already covered,
26 Plaintiffs' allegations for civil penalties recoverable under the PAGA under California Labor Code
27 Sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699, for alleged violations of California Labor
28 Code Sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802,

1 and the applicable Industrial Welfare Commission Wage Orders. The final judgment entered pursuant to
2 this settlement will bind all those who would be bound by a judgment if the action had been brought by
3 the LWDA, including Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of
4 civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq.
5 only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame
6 of the Released PAGA Claims shall be the PAGA Period.

7
8 Paragraph 37 of the Settlement Agreement is hereby amended and now reads as follows:

9 37. Defendant and its counsel agree to cooperate to obtain approval of the Settlement, pursuant to
10 the terms set forth herein. Pursuant to the Parties' confidentiality agreement, Defendant will provide to
11 Plaintiff financial information justifying funding of settlement money. If ordered by the Court,
12 Defendant will provide necessary financial background and documents to the Court in the form
13 satisfactory to the Court requirements to approve the Settlement. Failure by Defendant to provide
14 necessary financial information and declarations requested by court justifying funding of settlement
15 money if requested by the Court, will constitute material breach of this Agreement. Should the Court find
16 that information provided by Defendant not satisfactory for approval of the settlement money
17 distribution, Defendant has an obligation to provide additional information to the court as requested until
18 found satisfactory.

19
20 Exhibit B (Notice of Proposed Class and PAGA Representative Action Settlement) to the
21 Settlement Agreement is replaced with the new **Exhibit B** (Amended Notice of Proposed Class and
22 PAGA Representative Action Settlement) attached to this Amendment, which was revised to reflect the
23 above-mentioned revisions in the Settlement Agreement, to define what PAGA is, and to make
24 corrections and clarifications requested by the court.

25 Exhibit D (Objection Form) to the Settlement Agreement is replaced with the new **Exhibit D**
26 attached to this Amendment, which was revised to reflect the above-mentioned revisions in the
27 Settlement Agreement.

28 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this First

Amendment to Joint Stipulation of Class and PAGA Representative Action Settlement between Plaintiff and Defendant as set forth below.

Plaintiffs & Class Representatives:

Dated: By: ISABEL RODRIGUEZ

Dated: By: DANIEL TOVAR

Plaintiffs' Counsel:

Dated: TUNYAN LAW, APC
By: _____
Lilit Tunyan
Artur Tunyan
Attorneys for Plaintiffs

Defendant:

Dated: ROY MILLER PAINTING INC.
By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Greg S. Labate
Lauren J. Blaes
Attorneys for Defendant

1 **EXHIBIT B**

2 **NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION**
3 **SETTLEMENT**

4 *Rodriguez, et al. v. Roy Miller Painting, Inc.*

5 Orange County Superior Court Case No. 30-2023-01314830-CU-OE-CXC

6 *A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

7 IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF ROY MILLER PAINTING,
8 INC. (“DEFENDANT” or “RMP”) WHO WORKED IN CALIFORNIA AT ANY TIME
9 BETWEEN MARCH 20, 2019 AND MAY 1, 2023 (THE “CLASS PERIOD”), THIS
10 PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY
11 AFFECT YOUR RIGHTS.

12 ***Purpose of this Notice***

13 A proposed settlement (the “Settlement”) has been reached in a proposed class and PAGA
14 action lawsuit brought by Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) against
15 Defendant Roy Miller Painting, Inc. entitled *Rodriguez, et al. v. Roy Miller Painting, Inc.*,
16 Orange Superior Court Case No. 30-2023-01314830-CU-OE-CXC (the “Action”). The
17 purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004
18 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and
19 to inform you of your rights and options in connection with the Action and the proposed
20 Settlement.

21 You are receiving this notice because RMP’s records indicate that you worked for RMP as a
22 non-exempt employee in California for some time between March 20, 2019 and May 1, 2023
23 (“Class Period”). This means you are a potential Class Member, and you have a right to know
24 about the proposed Settlement.

25 In addition, you are also a PAGA Employee if you are currently or were formerly employed as
26 a non-exempt employee of RMP who worked for RMP within California at any time during
27 the period from March 20, 2022 to May 1, 2023 (“PAGA Period”).

28 This Notice advises you of your options under this settlement, which include how you can
participate in this settlement and receive your share of the settlement proceeds, how you can
exclude yourself from the settlement, or how you can object to the settlement.

What is the case about?

On March 20, 2023, Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) filed a
putative Class Action. On May 25, 2023, Plaintiffs filed a First Amended Complaint alleging
the following claims against Defendant: (1) failed to pay all wages; (2) failed to provide meal
periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at
termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify
necessary business expenses; (7) violated California’s Unfair Competition Law, California
Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code

giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”).

PAGA allows employees to file a representative action on behalf of themselves, other current and former employees, and the State of California to seek recovery of civil penalties for alleged Labor Code violations.

The Action seeks unpaid wages for a class of all current and former non-exempt employees of RMP who worked in California at any time during the Class Period (the “Class” or “Class Members”). The Action also seeks penalties under PAGA for all current and former non-exempt employees of RMP who worked in California at any time during the PAGA Period (“PAGA Employees”).

Defendant denies each and every allegation in the Action, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat, its employees fairly and in full compliance with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by <<RESPONSE DEADLINE>>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. Written objections must be submitted by <<RESPONSE DEADLINE>>.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a maximum total payment under the Settlement of \$181,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payments to Plaintiffs (\$5,000.00 to be requested for each Plaintiff, totaling \$10,000.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$60,333.33) and litigation costs to Class Counsel (not to exceed \$22,000) (“Class Counsel’s Fees and Costs”); (d) the amount of

1 \$15,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of
2 which the LWDA will be paid 75% (i.e. \$11,250.00 (“PAGA Penalty Payment”) and the
3 remaining 25% (i.e. \$3,750.00) will be distributed to PAGA Employees (the “PAGA
Settlement Payments”); and (e) payment to the Settlement Administrator for settlement
administration services (estimated to be no more than \$6,500) (“Administrative Expenses”).

4 The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement
5 Amount the Class Counsel’s Fees and Costs, the Service Payments to Plaintiffs, the PAGA
6 Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA
Settlement Payments (defined below) will be paid from the Net Settlement Amount.

7 Class Members who do not timely and properly request to be excluded from the Settlement
8 (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount,
9 less the PAGA Settlement Payments totaling \$3,750.00, based upon the total number of
10 workweeks employed by the Settlement Class Member during the Class Period (the
“Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement
Class Member = Net Settlement Amount (minus \$3,750.00 set aside for all PAGA Settlement
Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked
by all Settlement Class Members).

11 PAGA Employees will receive a pro-rata share of the \$3,750.00 from the PAGA Settlement
12 allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total
13 number of pay periods worked by each PAGA Employee during the PAGA Period, regardless
14 of whether they request exclusion from the Settlement. The portion of the PAGA Settlement
Payment paid to a PAGA Employee = \$3,750.00 × the pay periods worked by a PAGA
Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees
(during the PAGA Period).

15 The total payment to an individual, including their Settlement Class Payment and PAGA
16 Settlement Payment, is their “Individual Settlement Payment”. Your estimated Individual
17 Settlement Payment is <<Estimated Payment>>, which includes your payment from the
18 Class settlement in the estimated amount of <<Estimated Individual Settlement Class
Payment>> and your payment from the PAGA settlement in the estimated amount of
<<Estimated Individual PAGA Settlement Payment>>. This is just an estimate. Your final
share will be determined by the Settlement Administrator.

19 The above estimates are based on Defendant’s records showing you worked _____
20 Workweeks during the Class Period and worked ____ Pay Periods during the PAGA Period.
21 You may seek to dispute the number of your workweeks. Such challenges must: (i) be in
22 writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge
23 your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the
24 number of work weeks you believe you have worked during the Class Period; and (v) be
25 mailed to the Settlement Administrator with a postmark date on or before <<RESPONSE
DEADLINE>> (the “Response Deadline”) at:

26 _____
27 You must produce documentary evidence supporting your contention. The Settlement
28 Administrator will evaluate the evidence submitted and make an initial decision as to which
figures should be applied. The parties shall file with the court all Workweeks Disputes
submitted by Class Members together with the evidence submitted by Class Members, and the
decision made based on that evidence. Although the Settlement Administrator may make the
initial decision regarding the Workweeks Disputes, the court may review any decision made
by the Settlement Administrator regarding Workweeks Disputes.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages,

40% as penalties and 40% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check.

The "Effective Date" of the Settlement will be the last to occur of the following: (a) the sixty-first (61st) day after service of notice of entry of the court order granting final approval of the settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Defendant will fund the Gross Settlement Amount within five (5) days after the Effective Date or by May 15, 2025, whichever date is later. The Settlement Administrator shall mail checks no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), and their successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them ("Released Parties") from the Class Released Claims.

The Class Released Claims are defined as any and all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including but not limited to state and/or federal wage and hour claims (including

all claims under the California Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs, withholding from wages. To the extent not already mentioned above, the Class Released Claims expressly include all claims arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, *et seq.*; violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); the Wage Orders of the California Industrial Welfare Commission. This release excludes the release of claims not permitted by law.

Release PAGA Claims. In addition, upon full payment of Gross Settlement Amount, Plaintiffs and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each of them, fully and finally release and discharge the Released Parties, and each of them, for any and all civil penalties recoverable under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) based on the facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached to the Settlement Agreement as "Exhibit A" ("Released PAGA Claims"), which includes Plaintiffs' allegations that Defendant failed to pay all wages due for all hours worked, failed to pay minimum wages, failed to pay straight time wages, failed to pay all overtime and double-time wages, failed to timely pay all wages during employment, required employees to work off-the-clock, failed to maintain accurate records of hours worked, failed to provide meal periods, failed to authorize and permit rest periods, failed to pay meal period premiums, failed to pay rest period premiums, failed to indemnify business expenses, failed to timely pay all wages upon termination of employment, failed to provide accurate, itemized wage statements, and, to the extent not already covered, Plaintiffs' allegations for civil penalties recoverable under the PAGA under California Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699, for alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders. The final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame of the Released PAGA Claims shall be the PAGA Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you

consent to the release of the Class Released Claims as described above. If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than _____. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court Case No. 30-2023-01314830-CU-OE- CXC); ; and (4) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees cannot opt out or exclude themselves from the PAGA Settlement Payment and will still be issued a PAGA Settlement Payment and be bound by the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion Form and irrespective of whether they cash their Individual Settlement

Payment.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department CX104 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, If you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: <<[website](#)>>.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

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Defendant's Counsel

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SHEPPARD, MULLIN, RICHTER

& HAMPTON LLP

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626-1993

Telephone: 714-513-5100

Facsimile: 714-513-5130

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiffs' Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office

1 of the Orange County Superior Court. You may also view documents filed in this case on the
Court's website at:
2 <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may need
the case number to access and view case documents (30-2023-01314830-CU-OE- CXC).
3 NOTE: If you choose to access documents online, the Court will charge you a fee for access.

4 **PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING**
5 **THIS SETTLEMENT.**
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EXHIBIT D
OBJECTION FORM

Superior Court of California for the County of Orange

Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form.

You do not need to take any action.

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before

[RESPONSE DEADLINE--60 days following the date of mailing].

TBD

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

[illegible]

EXHIBIT 3

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Rodriguez, et al. v. Roy Miller Painting, Inc.

Orange County Superior Court Case No. 30-2023-01314830-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF ROY MILLER PAINTING, INC. (“DEFENDANT” or “RMP”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN MARCH 20, 2019 AND MAY 1, 2023 (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Purpose of this Notice

A proposed settlement (the “Settlement”) has been reached in a proposed class and PAGA action lawsuit brought by Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) against Defendant Roy Miller Painting, Inc. entitled *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange Superior Court Case No. 30-2023-01314830-CU-OE-CXC (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

You are receiving this notice because RMP’s records indicate that you worked for RMP as a non-exempt employee in California for some time between March 20, 2019 and May 1, 2023 (“Class Period”). This means you are a potential Class Member, and you have a right to know about the proposed Settlement.

In addition, you are also a PAGA Employee if you are currently or were formerly employed as a non-exempt employee of RMP who worked for RMP within California at any time during the period from March 20, 2022 to May 1, 2023 (“PAGA Period”).

This Notice advises you of your options under this settlement, which include how you can participate in this settlement and receive your share of the settlement proceeds, how you can exclude yourself from the settlement, or how you can object to the settlement.

What is the case about?

On March 20, 2023, Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) filed a putative Class Action. On May 25, 2023, Plaintiffs filed a First Amended Complaint alleging the following claims against Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”).

PAGA allows employees to file a representative action on behalf of themselves, other current and former employees, and the State of California to seek recovery of civil penalties for alleged Labor Code violations.

The Action seeks unpaid wages for a class of all current and former non-exempt employees of RMP who worked in California at any time during the Class Period (the “Class” or “Class Members”). The Action also seeks penalties under PAGA for all current and former non-exempt employees of RMP who worked in California at any time during the PAGA Period (“PAGA Employees”).

Defendant denies each and every allegation in the Action, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat, its employees fairly and in full compliance with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by << RESPONSE DEADLINE >>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DEADLINE >>.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a maximum total payment under the Settlement of \$181,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payments to Plaintiffs (\$5,000.00 to be requested for each Plaintiff, totaling \$10,000.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$60,333.33) and litigation costs to Class Counsel (not to exceed \$22,000) (“Class Counsel’s Fees and Costs”); (d) the amount of \$15,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of which the LWDA will be paid 75% (i.e. \$11,250.00 (“PAGA Penalty Payment”) and the remaining 25% (i.e. \$3,750.00) will be distributed to PAGA Employees (the “PAGA Settlement Payments”); and (e) payment to the Settlement Administrator for settlement

administration services (estimated to be no more than \$6,500) (“Administrative Expenses”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Costs, the Service Payments to Plaintiffs, the PAGA Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA Settlement Payments (defined below) will be paid from the Net Settlement Amount.

Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$3,750.00, based upon the total number of workweeks employed by the Settlement Class Member during the Class Period (the “Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$3,750.00 set aside for all PAGA Settlement Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members).

PAGA Employees will receive a pro-rata share of the \$3,750.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period, regardless of whether they request exclusion from the Settlement. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$3,750.00 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The total payment to an individual, including their Settlement Class Payment and PAGA Settlement Payment, is their “Individual Settlement Payment”. Your estimated Individual Settlement Payment is <<Estimated Payment>>, which includes your payment from the Class settlement in the estimated amount of <<Estimated Individual Settlement Class Payment>> and your payment from the PAGA settlement in the estimated amount of <<Estimated Individual PAGA Settlement Payment>>. This is just an estimate. Your final share will be determined by the Settlement Administrator.

The above estimates are based on Defendant’s records showing you worked _____ Workweeks during the Class Period and worked ____ Pay Periods during the PAGA Period. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<**RESPONSE DEADLINE**>> (the “Response Deadline”) at:

You must produce documentary evidence supporting your contention. The Settlement Administrator will evaluate the evidence submitted and make an initial decision as to which figures should be applied. The parties shall file with the court all Workweeks Disputes submitted by Class Members together with the evidence submitted by Class Members, and the decision made based on that evidence. Although the Settlement Administrator may make the initial decision regarding the Workweeks Disputes, the court may review any decision made by the Settlement Administrator regarding Workweeks Disputes.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages, 40% as penalties and 40% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual

Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. Even if the Individual Settlement Payment is not cashed, claimed or negotiated by the Class Member within the one hundred eighty (180) days from the date of the checks' issuance, the Settlement Class Member shall remain bound by the Released Class Claims, unless the Class Member submitted a timely and valid Request for Exclusion Form.

The "Effective Date" of the Settlement will be the last to occur of the following: (a) the sixty-first (61st) day after service of notice of entry of the court order granting final approval of the settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Defendant will fund the Gross Settlement Amount within five (5) days after the Effective Date or by May 15, 2025, whichever date is later. The Settlement Administrator shall mail checks no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), and their successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them ("Released Parties") from the Class Released Claims.

The Class Released Claims are defined as any and all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including but not limited to state and/or federal wage and hour claims (including

all claims under the California Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs, withholding from wages. To the extent not already mentioned above, the Class Released Claims expressly include all claims arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, *et seq.*; violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); the Wage Orders of the California Industrial Welfare Commission. This release excludes the release of claims not permitted by law.

Release PAGA Claims. In addition, upon full payment of Gross Settlement Amount, Plaintiffs and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each of them, fully and finally release and discharge the Released Parties, and each of them, for any and all civil penalties recoverable under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) based on the facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached to the Settlement Agreement as "Exhibit A" ("Released PAGA Claims"), which includes Plaintiffs' allegations that Defendant failed to pay all wages due for all hours worked, failed to pay minimum wages, failed to pay straight time wages, failed to pay all overtime and double-time wages, failed to timely pay all wages during employment, required employees to work off-the-clock, failed to maintain accurate records of hours worked, failed to provide meal periods, failed to authorize and permit rest periods, failed to pay meal period premiums, failed to pay rest period premiums, failed to indemnify business expenses, failed to timely pay all wages upon termination of employment, failed to provide accurate, itemized wage statements, and, to the extent not already covered, Plaintiffs' allegations for civil penalties recoverable under the PAGA under California Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699, for alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders. The final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame of the Released PAGA Claims shall be the PAGA Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you

consent to the release of the Class Released Claims as described above. If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than _____. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court Case No. 30-2023-01314830-CU-OE- CXC); ; and (4) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees cannot opt out or exclude themselves from the PAGA Settlement Payment and will still be issued a PAGA Settlement Payment and be bound by the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion Form and irrespective of whether they cash their Individual Settlement

Payment.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department CX104 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, If you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: <<[website](#)>>.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

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How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiffs' Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office

1 of the Orange County Superior Court. You may also view documents filed in this case on the
Court's website at:
2 <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may need
the case number to access and view case documents (30-2023-01314830-CU-OE- CXC).
3 NOTE: If you choose to access documents online, the Court will charge you a fee for access.

4 **PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING**
5 **THIS SETTLEMENT.**
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1 **AVISO DE PROPUESTA DE ACUERDO DE ACCIÓN COLECTIVA Y**
2 **REPRESENTATIVA PAGA**

3
4 *Rodriguez, et al. v. Roy Miller Painting, Inc.*

5 Tribunal Superior del Condado de Orange Caso No. 30-2023-01314830-CU-OE-CXC

6
7 Un tribunal autorizó este Aviso. Esto no es una solicitud de un abogado. No se le está
8 demandando.

9 SI USTED ES O FUE UN EMPLEADO NO EXENTO DE ROY MILLER PAINTING, INC.
10 (“DEMANDADO” o “RMP”) QUE TRABAJÓ EN CALIFORNIA EN CUALQUIER
11 MOMENTO ENTRE EL 20 DE MARZO DE 2019 Y EL 1 DE MAYO DE 2023 (EL
12 “PERÍODO DE LA CLASE”), ESTA PROPUESTA DE ACUERDO DE ACCIÓN
13 COLECTIVA Y REPRESENTATIVA PAGA PUEDE AFECTAR SUS DERECHOS.

14 **Propósito de este Aviso**

15 Se ha alcanzado un acuerdo propuesto (el “Acuerdo”) en una demanda de acción colectiva y
16 representativa PAGA presentada por los Demandantes Isabel Rodriguez y Daniel Tovar
17 (“Demandantes”) contra el Demandado Roy Miller Painting, Inc., titulada *Rodriguez, et al. v.*
18 *Roy Miller Painting, Inc.*, Tribunal Superior del Condado de Orange Caso No. 30-2023-
19 01314830-CU-OE-CXC (la “Acción”). El propósito de este Aviso de Propuesta de Acuerdo de
20 Acción Colectiva y Representativa de la Ley de Abogados Privados de 2004 (“PAGA”)
21 (“Aviso”) es describir brevemente la Acción e informarle sobre sus derechos y opciones en
22 relación con la Acción y el Acuerdo propuesto.

23 Usted está recibiendo este aviso porque los registros de RMP indican que trabajó para RMP
24 como empleado no exento en California en algún momento entre el 20 de marzo de 2019 y el
25 1 de mayo de 2023 (“Período de la Clase”). Esto significa que usted es un posible Miembro de
26 la Clase y tiene derecho a conocer el Acuerdo propuesto.

27 Además, también es un Empleado PAGA si actualmente o anteriormente estuvo empleado
28 como empleado no exento de RMP que trabajó para RMP dentro de California en cualquier
momento durante el período del 20 de marzo de 2022 al 1 de mayo de 2023 (“Período

PAGA”).

Este Aviso le informa sobre sus opciones bajo este acuerdo, que incluyen cómo puede participar en este acuerdo y recibir su parte de los ingresos del acuerdo, cómo puede excluirse del acuerdo o cómo puede objetar al acuerdo.

¿De qué se trata el caso?

El 20 de marzo de 2023, los Demandantes Isabel Rodriguez y Daniel Tovar (“Demandantes”) presentaron una Acción Colectiva presunta. El 25 de mayo de 2023, los Demandantes presentaron una Primera Demanda Enmendada alegando las siguientes reclamaciones contra el Demandado: (1) no pagó todos los salarios; (2) no proporcionó períodos de comida; (3) no autorizó ni permitió períodos de descanso; (4) no pagó todos los salarios a tiempo al finalizar la relación laboral; (5) no proporcionó declaraciones de salarios precisas y detalladas; (6) no indemnizó los gastos necesarios de negocios; (7) violó la Ley de Competencia Desleal de California, Código de Negocios y Profesiones de California § 17200 y ss.; y (8) violó las disposiciones del Código Laboral que dan lugar a sanciones civiles bajo la Ley de Abogados Privados de 2004 [Código Lab. § 2699 y ss.] (“PAGA”).

PAGA permite a los empleados presentar una acción representativa en nombre de ellos mismos, otros empleados actuales y anteriores, y el Estado de California para buscar la recuperación de sanciones civiles por supuestas violaciones del Código Laboral.

La Acción busca salarios no pagados para una clase de todos los empleados no exentos actuales y anteriores de RMP que trabajaron en California en cualquier momento durante el Período de la Clase (la “Clase” o “Miembros de la Clase”). La Acción también busca sanciones bajo PAGA para todos los empleados no exentos actuales y anteriores de RMP que trabajaron en California en cualquier momento durante el Período PAGA (“Empleados PAGA”).

El Demandado niega todas y cada una de las acusaciones en la Acción, niega cualquier responsabilidad o infracción de cualquier tipo, y cree que trató, y continúa tratando, a sus empleados de manera justa y en total cumplimiento de la ley.

1	TUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
2 3 4 5 6 7 8	NO HACER NADA – RECIBIR DINERO	Si no haces nada, serás considerado un “Miembro de la Clase del Acuerdo” en el Acuerdo y recibirás tu parte individual del acuerdo si el Tribunal finalmente aprueba el Acuerdo. También renunciarás a los derechos de presentar las Reclamaciones Liberadas contra el Demandado, como se explica más detalladamente a continuación.
9 10 11 12 13 14 15 16	EXCLUIRTE DEL ACUERDO. FECHA LÍMITE PARA EXCLUIRTE: <<FECHA LÍMITE DE RESPUESTA>>	Tienes la opción de excluirte del Acuerdo Colectivo. Si decides hacerlo, debes enviar por correo al Administrador, por escrito, un Formulario de Solicitud de Exclusión completo. Si te excluyes, NO recibirás ningún pago bajo el Acuerdo (a excepción de la Reclamación PAGA, si corresponde). Los Formularios de Solicitud de Exclusión deben ser presentados antes de <<FECHA LÍMITE DE RESPUESTA>>.
17 18 19 20 21 22 23 24 25 26	OBJETAR AL ACUERDO. FECHA LÍMITE PARA PRESENTAR OBJECIONES POR ESCRITO: <<FECHA LÍMITE DE RESPUESTA>>	Para objetar al Acuerdo, debes enviar por correo una explicación escrita de por qué no estás de acuerdo con el Acuerdo al Administrador del Acuerdo completando y presentando el Formulario de Objeción, presentarte en la Audiencia de Aprobación Final, o contratar a un abogado a tu costo para que objete por ti. Esta opción está disponible solo si no te excluyes del Acuerdo. <u>No</u> envíes un Formulario de Solicitud de Exclusión si deseas objetar. Las objeciones escritas deben ser presentadas antes de <<FECHA LÍMITE DE RESPUESTA>>.

1 **¿Cuáles son los términos del Acuerdo?**

2 Sujeto a la aprobación final del Tribunal, el Demandado pagará un monto total máximo bajo el
3 Acuerdo de \$181,000.00 (el “Monto Bruto del Acuerdo”) para: (a) Pagos Individuales del
4 Acuerdo a los Miembros de la Clase del Acuerdo; (b) los Pagos de Servicio a los
5 Demandantes (\$5,000.00 que se solicitarán para cada Demandante, totalizando \$10,000.00);
6 (c) honorarios de abogados (no superiores al 33 y 1/3% del Monto Bruto del Acuerdo,
7 \$60,333.33) y costos de litigio al Abogado de la Clase (no superiores a \$22,000) (“Honorarios
8 y Costos del Abogado de la Clase”); (d) la cantidad de \$15,000.00 asignada a sanciones
9 civiles bajo PAGA (la “Asignación PAGA”), de la cual se pagará el 75% al LWDA (es decir,
10 \$11,250.00 “Pago de Sanción PAGA”) y el 25% restante (es decir, \$3,750.00) se distribuirá a
11 los Empleados PAGA (los “Pagos del Acuerdo PAGA”); y (e) el pago al Administrador del
12 Acuerdo por los servicios de administración del acuerdo (estimado en no más de \$6,500)
13 (“Gastos Administrativos”).

14 El “Monto Neto del Acuerdo” se calculará deduciendo del Monto Bruto del Acuerdo los
15 Honorarios y Costos del Abogado de la Clase, los Pagos de Servicio a los Demandantes, el
16 Pago de Sanción PAGA y los Gastos Administrativos. Los Pagos del Acuerdo a la Clase y los
17 Pagos del Acuerdo PAGA (definidos a continuación) se pagarán del Monto Neto del Acuerdo.
18 Los Miembros de la Clase que no soliciten la exclusión del Acuerdo de manera oportuna y
19 adecuada (los “Miembros de la Clase del Acuerdo”) recibirán una parte prorrateada del Monto
20 Neto del Acuerdo, menos los Pagos del Acuerdo PAGA que totalizan \$3,750.00, basada en el
21 número total de semanas trabajadas por el Miembro de la Clase del Acuerdo durante el
22 Período de la Clase (el “Pago del Acuerdo de la Clase”). La porción del Monto Neto del
23 Acuerdo pagada a un Miembro de la Clase del Acuerdo = Monto Neto del Acuerdo (menos
24 \$3,750.00 reservados para todos los Pagos del Acuerdo PAGA) × (las semanas trabajadas por
25 un Miembro de la Clase del Acuerdo ÷ las semanas trabajadas por todos los Miembros de la
26 Clase del Acuerdo).

26 Los Empleados PAGA recibirán una parte prorrateada de los \$3,750.00 del Acuerdo PAGA
27 asignados a los Empleados PAGA (el “Pago del Acuerdo PAGA”) basada en el número total
28 de períodos de pago trabajados por cada Empleado PAGA durante el Período PAGA,

independientemente de si solicitan la exclusión del Acuerdo. La porción del Pago del Acuerdo PAGA pagada a un Empleado PAGA = \$3,750.00 × los períodos de pago trabajados por un Empleado PAGA (durante el Período PAGA) ÷ los períodos de pago trabajados por todos los Empleados PAGA (durante el Período PAGA).

El pago total a un individuo, incluyendo su Pago del Acuerdo de la Clase y su Pago del Acuerdo PAGA, es su “Pago Individual del Acuerdo”. Tu Pago Individual del Acuerdo estimado es <<**Pago Estimado**>>, que incluye tu pago del acuerdo de la Clase en la cantidad estimada de <<**Pago Individual Estimado del Acuerdo de la Clase**>> y tu pago del acuerdo PAGA en la cantidad estimada de <<**Pago Individual Estimado del Acuerdo PAGA**>>. Esto es solo una estimación. Tu parte final será determinada por el Administrador del Acuerdo.

Las estimaciones anteriores se basan en los registros del Demandado que muestran que trabajaste _____ semanas laborales durante el Período de la Clase y trabajaste ____ períodos de pago durante el Período PAGA. Puedes intentar impugnar el número de tus semanas laborales. Dichas impugnaciones deben: (i) ser por escrito; (ii) indicar tu nombre completo; (iii) incluir una declaración de que estás buscando impugnar tu Pago Individual de Liquidación estimado establecido en este Aviso de Clase; (iv) indicar el número de semanas laborales que crees haber trabajado durante el Período de la Clase; y (v) ser enviadas por correo al Administrador de la Liquidación con una fecha de matasellos en o antes de <<**FECHA LÍMITE DE RESPUESTA**>> (la “Fecha Límite de Respuesta”) a:

Debes presentar pruebas documentales que respalden tu afirmación. El Administrador de la Liquidación evaluará las pruebas presentadas y tomará una decisión inicial sobre qué cifras deben aplicarse. Las partes presentarán al tribunal todas las Disputas de Semanas Laborales presentadas por los Miembros de la Clase junto con las pruebas presentadas por los Miembros de la Clase, y la decisión tomada basada en esas pruebas. Aunque el Administrador de la Liquidación puede tomar la decisión inicial respecto a las Disputas de Semanas Laborales, el tribunal puede revisar cualquier decisión tomada por el Administrador de la Liquidación respecto a las Disputas de Semanas Laborales.

1 Para fines de declaración de impuestos, los pagos a los Miembros de la Clase se asignarán en
2 un 20% como salarios, 40% como sanciones y 40% como intereses. Todos los Pagos de
3 Liquidación PAGA se asignarán como 100% sanciones. La parte salarial de los Pagos
4 Individuales de Liquidación estará sujeta a la retención de los impuestos locales, estatales y
5 federales aplicables, y el Administrador de la Liquidación deducirá los impuestos aplicables
6 del lado del empleado de la parte salarial de los Pagos Individuales de Liquidación. La parte
7 de los Pagos Individuales de Liquidación asignada como sanciones civiles e intereses se
8 clasificará como otros ingresos misceláneos y se informará en el Formulario 1099-MISC del
9 IRS si lo requieren las leyes fiscales aplicables. Cualquier impuesto adeudado sobre esos otros
10 ingresos misceláneos será responsabilidad de los Miembros de la Clase que reciban esos
11 pagos. La parte del empleador de cualquier impuesto sobre la nómina será pagada por
12 separado por el Demandado.

13 Todos los cheques para los Pagos Individuales de Liquidación pagados a los Miembros de la
14 Clase seguirán siendo válidos y negociables durante ciento ochenta (180) días desde la fecha
15 de emisión de los cheques y, posteriormente, se invalidarán automáticamente si no son
16 reclamados o negociados por un Miembro de la Clase dentro de ese tiempo. Cualquier Pago
17 Individual de Liquidación que no sea reclamado o negociado por un Miembro de la Clase
18 dentro de los ciento ochenta (180) días de la emisión se transmitirá a la Oficina del
19 Controlador del Estado de California para ser retenido como propiedad no reclamada a
20 nombre de cada destinatario del cheque que sea el beneficiario del cheque. Incluso si el Pago
21 Individual de Liquidación no se cobra, reclama o negocia por el Miembro de la Clase dentro
22 de los ciento ochenta (180) días desde la fecha de emisión de los cheques, el Miembro de la
23 Clase de Liquidación seguirá estando obligado por las Reclamaciones Liberadas de la Clase, a
24 menos que el Miembro de la Clase haya presentado un Formulario de Solicitud de Exclusión
válido y oportuno.

25 La "Fecha Efectiva" de la Liquidación será la última en ocurrir de lo siguiente: (a) el
26 sexagésimo primer (61º) día después de la notificación de la orden judicial que otorga la
27 aprobación final de la liquidación; o (b) si se busca una apelación, revisión o recurso de la
28 orden, el día después de que la orden sea confirmada o la apelación, revisión o recurso sea

desestimado o denegado, y la orden ya no esté sujeta a revisión judicial adicional. El Demandado financiará el Monto Bruto de la Liquidación dentro de los cinco (5) días posteriores a la Fecha Efectiva o antes del 15 de mayo de 2025, lo que ocurra más tarde. El Administrador de la Liquidación enviará los cheques a más tardar catorce (14) días calendario después de recibir el Monto Bruto de la Liquidación del Demandado.

POR FAVOR, TEN PACIENCIA Y ACTUALIZA AL ADMINISTRADOR DE LA LIQUIDACIÓN CON TU NUEVA DIRECCIÓN SI TE MUDAS DESPUÉS DE RECIBIR ESTE AVISO O SI RECIBISTE ESTE AVISO COMO CORREO REENVIADO.

Ninguna de las Partes ni sus abogados hacen representaciones sobre las consecuencias fiscales de esta Liquidación o tu participación en ella. Los Miembros de la Clase deben consultar con sus propios asesores fiscales sobre las consecuencias fiscales de la Liquidación. Los Abogados de la Clase no pueden ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a cualquier Miembro de la Clase.

¿Qué reclamaciones se liberan con la liquidación propuesta?

Reclamaciones de Clase Liberadas. Aquellos Miembros de la Clase que no presenten un Formulario de Solicitud de Exclusión válido y oportuno al Administrador de la Liquidación (es decir, Miembros de la Clase de Liquidación), y sus sucesores, cesionarios y/o agentes, tras el pago completo del Monto Bruto de la Liquidación, liberarán y descargarán completa y finalmente al Demandado y a cada uno de sus agentes, empleados, servidores, oficiales, directores, socios, fideicomisarios, representantes, accionistas, abogados, padres, subsidiarias, patrocinadores de capital, compañías/ corporaciones relacionadas y/o sociedades, divisiones, cesionarios, predecesores, sucesores, aseguradoras, consultores, coempresarios, empleadores conjuntos, afiliados, alter-egos y organizaciones afiliadas, y a todos sus respectivos empleados, directores, oficiales, agentes, abogados, accionistas, fiduciarios, padres, subsidiarias, y cesionarios pasados, presentes y futuros, y cada uno de ellos ("Partes Liberadas") de las Reclamaciones de Clase Liberadas.

Las Reclamaciones de Clase Liberadas se definen como todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, acciones o causas de acción alegadas o

1 afirmadas en la Primera Demanda Enmendada en la Acción, o que podrían haberse alegado o
2 afirmado basándose en los hechos alegados en la Primera Demanda Enmendada, incluyendo
3 pero no limitándose a reclamaciones estatales y/o federales de salario y hora (incluyendo todas
4 las reclamaciones bajo el Código Laboral de California y las Órdenes de la Comisión de
5 Bienestar Industrial), no pagar todos los salarios debidos, incluyendo salarios mínimos,
6 compensación por tiempo trabajado, compensación por tiempo extra, compensación por
7 tiempo doble, compensación por tiempo de reporte y intereses; el cálculo de la tasa regular de
8 pago; no proporcionar períodos de comida y/o descanso; no pagar las sanciones adecuadas por
9 los períodos de comida y/o descanso a la tasa de pago adecuada; pago por todas las horas
10 trabajadas, incluyendo trabajo fuera del reloj; salarios relacionados con el redondeo ilegal
11 alegado; no proporcionar declaraciones de salario precisas; no reembolsar gastos comerciales;
12 no pagar todos los salarios a tiempo durante el empleo; no pagar todos los salarios debidos al
13 finalizar el empleo; no mantener registros precisos, incluyendo registros de nómina; prácticas
14 comerciales injustas; alivio declaratorio; intereses; sanciones, incluyendo pero no limitándose
15 a sanciones por mantenimiento de registros, sanciones por declaraciones de salario, sanciones
16 por salario mínimo y sanciones por tiempo de espera; y honorarios y costos de abogados,
17 retenciones de salarios. En la medida que no se haya mencionado anteriormente, las
18 Reclamaciones de Clase Liberadas incluyen expresamente todas las reclamaciones bajo el
19 Código Laboral de California (incluyendo, pero no limitándose a los artículos del Código
20 Laboral §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802);
21 sanciones bajo las secciones del Acta de Abogados Privados de California 2698, et seq.;
22 violaciones de la Ley de Competencia Desleal de California (Cal. Bus. & Prof. Code §§
23 17200, et seq.); las Órdenes de la Comisión de Bienestar Industrial de California. Esta
24 liberación excluye la liberación de reclamaciones no permitidas por la ley.

25 Liberación de Reclamos PAGA. Además, tras el pago total del Monto Bruto del Acuerdo, los
26 Demandantes y todos y cada uno de los Empleados PAGA, en nombre de sí mismos y sus
27 herederos, sucesores, cesionarios y/o agentes, y cada uno de ellos, liberan y exoneran total y
28 finalmente a las Partes Liberadas, y a cada uno de ellos, de cualquier y todas las sanciones
civiles recuperables bajo la Ley de Abogados Generales Privados del Código Laboral de

California de 2004 (Código Laboral de California § 2698, y ss.) basadas en los hechos y alegaciones expuestas en la Demanda y/o la carta de notificación de LWDA adjunta al Acuerdo de Conciliación como "Exhibición A" ("Reclamos PAGA Liberados"), que incluye las alegaciones de los Demandantes de que el Demandado no pagó todos los salarios debidos por todas las horas trabajadas, no pagó salarios mínimos, no pagó salarios por tiempo ordinario, no pagó todos los salarios por horas extras y dobles, no pagó oportunamente todos los salarios durante el empleo, requirió a los empleados trabajar fuera del reloj, no mantuvo registros precisos de las horas trabajadas, no proporcionó periodos de comida, no autorizó ni permitió periodos de descanso, no pagó primas por periodos de comida, no pagó primas por periodos de descanso, no indemnizó gastos de negocio, no pagó oportunamente todos los salarios al término del empleo, no proporcionó recibos de sueldo precisos y detallados, y, en la medida en que no esté ya cubierto, las alegaciones de los Demandantes por sanciones civiles recuperables bajo la PAGA según las Secciones 210, 226.3, 558, 1174.5, 1197.1, 2802, y 2699 del Código Laboral de California, por presuntas violaciones de las Secciones 201- 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802 del Código Laboral de California y las Órdenes de Salario aplicables de la Comisión Industrial de Bienestar. El fallo final emitido conforme a este acuerdo vinculará a todos aquellos que serían vinculados por un fallo si la acción hubiera sido presentada por la LWDA, incluidos los Demandantes, la LWDA y todos los Empleados PAGA, con respecto a la recuperación de sanciones civiles bajo la Ley de Abogados Generales Privados de California, Código Laboral de California § 2698, y ss., únicamente, contra las Partes Liberadas. Véase *Arias v. Superior Court* (2009) 46 Cal.4th 986. El período de tiempo de los Reclamos PAGA Liberados será el Período PAGA.

¿Cuáles son mis opciones en este asunto?

Tienes dos opciones bajo este Acuerdo, cada una de las cuales se discute a continuación. Puedes: (A) permanecer en la Clase y recibir un Pago Individual del Acuerdo; o (B) excluirte del Acuerdo. Si eliges la opción (A), también puedes objetar al Acuerdo, como se explica a continuación.

OPCIÓN A. Permanecer en la Clase. Si deseas permanecer en la Clase y ser elegible para recibir un Pago Individual del Acuerdo, **no necesitas tomar ninguna acción.** Al permanecer

1 en la Clase y recibir dinero del acuerdo para resolver tus reclamos de clase, consientes a la
2 liberación de los Reclamos de Clase Liberados como se describe anteriormente. Si eres un
3 Empleado PAGA, serás automáticamente incluido y se te emitirá tu Pago del Acuerdo PAGA.
4 Esto significa que liberarás los Reclamos PAGA Liberados.

5 Cualquier cantidad pagada a los Miembros de la Clase del Acuerdo no contará ni se contará
6 para la determinación de elegibilidad para, o cálculo de, cualquier beneficio para empleados
7 (por ejemplo, vacaciones, pago de días festivos, planes de jubilación, planes de compensación
8 diferida no calificados, etc.), ni modificará de otro modo cualquier criterio de elegibilidad
9 bajo cualquier plan de beneficios de pensión para empleados o plan de bienestar para
10 empleados patrocinado por el Demandado, a menos que la ley lo requiera de otra manera.

11 **Objeción al Acuerdo:** Si eres un Miembro de la Clase, y no solicitas exclusión del acuerdo,
12 puedes objetar al acuerdo antes de la aprobación final del acuerdo por parte de la Corte
13 enviando una objeción por escrito o presentando tu objeción en la Audiencia de Aprobación
14 Final.

15 Para presentar una objeción al Acuerdo, un Miembro de la Clase del Acuerdo debe enviar un
16 Formulario de Objeción al Administrador del Acuerdo por correo de primera clase de EE.UU.
17 a la dirección especificada en el Aviso en el Formulario de Objeción a más tardar
18 _____. Si eliges no enviar una objeción por escrito utilizando el Formulario de
19 Objeción, la objeción por escrito debe incluir: (1) tu nombre completo, dirección y los últimos
20 cuatro dígitos de tu número de Seguro Social; (2) tu firma; (3) el caso y número (Rodriguez, et
21 al. v. Roy Miller Painting, Inc., Tribunal Superior del Condado de Orange Caso No. 30-2023-
22 01314830-CU-OE-CXC); y (4) estar matasellado en o antes de <<**FECHA LÍMITE DE**
23 **RESPUESTA**>> y enviado al Administrador del Acuerdo a la dirección listada arriba.
24 Cualquier Miembro de la Clase que no presente sus objeciones por escrito a tiempo de la
25 manera especificada anteriormente aún puede aparecer y objetar en la Audiencia de
26 Aprobación Final. **Incluso si presentas una objeción, estarás obligado por los términos del**
27 **Acuerdo, incluyendo la liberación de Reclamos Liberados como se establece arriba, a**
28 **menos que el Acuerdo no sea aprobado finalmente por la Corte.**

1 Independientemente de la forma, una objeción por sí sola no satisfará el requisito de que un
2 Miembro de la Clase debe intervenir formalmente y convertirse en una parte del registro en la
3 acción para apelar un Fallo emitido tras una Orden que apruebe finalmente este Acuerdo,
4 como se requiere bajo la decisión de la Corte Suprema de California en *Hernandez v.*
5 *Restoration Hardware*, 4 Cal. 5th 260 (2018).

6 **OPCIÓN B. Solicitar ser Excluido de la Clase y No Recibir Dinero de la Porción de la**
7 **Acción de Clase del Acuerdo (Los Empleados PAGA Aún Recibirán Su Parte del Pago**

8 **para Empleados PAGA)**. No puedes buscar exclusión de la porción PAGA de este Acuerdo.
9 Sin embargo, si no deseas ser parte del Acuerdo de Clase, debes completar y devolver el
10 Formulario de Solicitud de Exclusión incluido al Administrador del Acuerdo. Para que sea
11 válido, tu Formulario de Solicitud de Exclusión debe estar firmado, fechado e incluir los
12 últimos cuatro dígitos de tu número de seguro social (para confirmar tu identidad y asegurarse
13 de que solo las personas que solicitan exclusión sean eliminadas del acuerdo).

14 El Formulario de Solicitud de Exclusión (para eliminarte del Acuerdo de Clase) debe estar
15 matasellado en o antes de <<FECHA LÍMITE DE RESPUESTA>>. Si no envías un
16 Formulario de Solicitud de Exclusión a tiempo (como lo evidencia el matasellos), tu solicitud
17 de exclusión del Acuerdo será rechazada, se te considerará un Miembro de la Clase del
18 Acuerdo y estarás obligado por la liberación de Reclamos Liberados como se describe
19 anteriormente y todos los demás términos del Acuerdo. Si envías un Formulario de Solicitud
20 de Exclusión antes de la fecha límite para solicitar la exclusión, no se te emitirá un Pago
21 Individual del Acuerdo, no estarás obligado por el Acuerdo de Clase (y la liberación de
22 Reclamos de Clase Liberados), y no tendrás ningún derecho a objetar, apelar o comentar sobre
23 el Acuerdo de Clase. Los Empleados PAGA no pueden optar por no participar ni excluirse del
24 Pago del Acuerdo PAGA y aún se les emitirá un Pago del Acuerdo PAGA y estarán obligados
25 por los Reclamos PAGA Liberados, independientemente de si envían un Formulario de
26 Solicitud de Exclusión e independientemente de si cobran su Pago Individual del Acuerdo.

27 **IMPORTANTE: NO ENVÍES UN FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI**
28 **DESEAS SER INCLUIDO EN EL ACUERDO DE CLASE Y RECIBIR TU PARTE DEL**
DINERO DISPONIBLE PARA TI COMO PARTE DEL ACUERDO.

1
2 **¿Cuál es el siguiente paso en la aprobación del Acuerdo?**

3 La Corte celebrará una Audiencia de Aprobación Final el <<**FECHA Y HORA DE LA**
4 **AUDIENCIA DE APROBACIÓN FINAL**>>, en el Departamento CX104 del Tribunal
5 Superior del Condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701.
6 Como se describe anteriormente, si deseas asistir a la Audiencia de Aprobación Final de forma
7 remota, puedes hacerlo a través del proceso de registro en línea del tribunal disponible en el
8 sitio web del tribunal en <https://www.occourts.org/media-relations/civil.html>. Si deseas asistir
9 a la Audiencia de Aprobación Final en persona, puedes hacerlo en el Tribunal Superior del
10 Condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. La
11 Audiencia de Aprobación Final puede ser continuada sin más aviso a los Miembros de la
12 Clase. No estás obligado a asistir a la Audiencia de Aprobación Final para recibir un Pago
13 Individual del Acuerdo.

14 Si la Corte otorga la Aprobación Final del Acuerdo, la Orden que otorga la Aprobación Final y
15 emitiendo un Fallo, la Primera Demanda Enmendada, la carta de notificación a la LWDA, el
16 Acuerdo de Conciliación y este Aviso se publicarán en un sitio web por el Administrador del
17 Acuerdo durante un período de al menos 180 días después de la entrada de esa Orden en el
18 registro de la Corte. Ese sitio web es: <<**sitio web**>>.

19 **¿Quiénes son los abogados que representan a las Partes?**

20 Los abogados que representan a las Partes en la Acción son:

21 **Abogados de la Clase**

22 Lilit Tunyan

23 ltunyan@tunyanlaw.com

24 Artur Tunyan

25 atunyan@tunyanlaw.com

26 **TUNYAN LAW, APC**

27 535 N. Brand Blvd., Suite 285

28 Glendale, California 91203

Abogados del Demandado

Greg S. Labate

glabate@sheppardmullin.com

Lauren J. Blaes

lblaes@sheppardmullin.com

SHEPPARD, MULLIN, RICHTER

& HAMPTON LLP

650 Town Center Drive, 10th Floor

1 Teléfono: (323) 410-5050

Costa Mesa, California 92626-1993

2 Teléfono: 714-513-5100

3 Fax: 714-513-5130

4 **¿Cómo puedo obtener información adicional?**

5 Este Aviso resume la Acción y los términos básicos del Acuerdo. Más detalles se encuentran
6 en la Estipulación Conjunta de Liquidación de la Acción Representativa de Clase y PAGA
7 adjunta a la Declaración de Lilit Tunyan en Apoyo de la Moción de Aprobación Preliminar de
8 los Demandantes. La Estipulación Conjunta de Liquidación de la Acción Representativa de
9 Clase y PAGA y todos los demás registros relacionados con la Acción están disponibles para
10 inspección y/o copia en la Oficina de Registros Civiles del Tribunal Superior del Condado de
11 Orange. También puedes ver los documentos presentados en este caso en el sitio web del
12 Tribunal en: <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. Es
13 posible que necesites el número de caso para acceder y ver los documentos del caso (30-2023-
14 01314830-CU-OE-CXC). NOTA: Si decides acceder a los documentos en línea, el Tribunal te
15 cobrará una tarifa por el acceso.

16 **POR FAVOR, NO CONTACTES AL TRIBUNAL PARA OBTENER INFORMACIÓN**
17 **SOBRE ESTE ACUERDO.**
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EXHIBIT 4

REQUEST FOR EXCLUSION FORM

Superior Court of California for the County of Orange

Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline--60 days following the date of mailing].

[INSERT NAME OF SETTLEMENT

ADMINISTRATOR]

[INSERT INFO]

Request for Exclusion

I hereby certify that I am or was employed by Defendant as a non-exempt, hourly employee in California for some period of time between March 20, 2019 and May 1, 2023.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: _____

Street Address:

1 City, State, Zip Code:

2 _____

3 Telephone Number: (____ ____ ____) _____

4
5 Last four digits of your SSN: _____

6 Signature of Class Member (or Legal Representative):

7 _____

8 Date: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Tribunal Superior de California para el Condado de Orange

Rodriguez, et al. v. Roy Miller Painting, Inc., Caso No. 30-2023-01314830-CU-OE-CXC

Si desea recibir un Pago del Acuerdo Colectivo, no debe completar este formulario. No se le requiere hacer nada en este momento. Este formulario debe usarse solo si desea excluirse del Acuerdo.

Si decide excluirse del Acuerdo: (1) no recibirá ningún pago bajo el Acuerdo (excepto en lo que respecta a la Reclamación PAGA, si corresponde); (2) no podrá objetar al Acuerdo; y (3) no estará sujeto al acuerdo colectivo ni a la liberación colectiva si finalmente es aprobado por el Tribunal.

Para ser excluido del Acuerdo, debe completar este Formulario de Solicitud de Exclusión y enviarlo por correo al Administrador del Acuerdo a la dirección que se indica a continuación, con matasellos no posterior a [Fecha Límite de Respuesta--60 días].

**[INSERTAR NOMBRE DEL ADMINISTRADOR
DEL ACUERDO]**

[INSERTAR INFORMACIÓN]

Solicitud de Exclusión

Por la presente certifico que soy o fui empleado por el Demandado como empleado por hora no exento en California por algún período de tiempo entre el 20 de marzo de 2019 y el 1 de mayo de 2023.

He recibido el Aviso del Acuerdo Colectivo ("Aviso") en la Acción, y solicito ser excluido del Acuerdo. Entiendo que, al enviar este Formulario de Solicitud de Exclusión, no estaré sujeto al acuerdo colectivo, incluidas las Reclamaciones Colectivas Liberadas, como se describe en el Aviso y en el Acuerdo del Acuerdo en los archivos del Tribunal, y no recibiré un pago del acuerdo colectivo. Entiendo que no puedo excluirme del Pago del Acuerdo PAGA y que aún recibiré una parte prorrateada del Monto del Acuerdo PAGA y estaré sujeto a las Reclamaciones PAGA Liberadas, independientemente de si me excluyo o no del Pago del Acuerdo Colectivo.

Nombre Completo: _____

Dirección: _____

Ciudad, Estado, Código Postal:

Número de Teléfono: (____) _____

1 Últimos cuatro dígitos de su SSN: _____

2 Firma del Miembro de la Clase (o Representante Legal):

3 _____

4 Fecha: _____

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Superior Court of California for the County of Orange

Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before

TBD

I wish to object to the Class Settlement on the following grounds:

[illegible]

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Rodriguez, et al. v. Roy Miller Painting, Inc., Caso No. 30-2023-01314830-CU-OE-CXC

Si desea objetar al Acuerdo Colectivo, debe escribir su nombre, dirección y los últimos cuatro dígitos de su número de Seguro Social, firmar en la página siguiente y devolver este formulario por correo o entrega al Administrador del Acuerdo, a la siguiente dirección postal, con sello postal o entrega en o antes de

[DIRECCIÓN POSTAL]

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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Nombre Completo: _____

Dirección: _____

Ciudad, Estado, Código Postal:

Número de Teléfono: (____ ____ ____) ____ ____ ____ ____ ____ ____

Últimos cuatro dígitos de su SSN: _____

Firma del Miembro de la Clase (o Representante Legal):

Fecha: _____

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **AMENDED [PROPOSED]**
9 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA**
10 **REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by
11 sending a true copy thereof to interested parties as follows and as stated on the attached service
12 list:

13 Greg S. Labate
14 glabate@sheppardmullin.com
15 Molly Brooks
16 MBrooks@sheppardmullin.com
17 Lauren J. Blaes
18 lblaes@sheppardmullin.com
19 Seana Pierce
20 SPierce@sheppardmullin.com

21 **Sheppard, Mullin, Richter & Hampton, LLP**
22 650 Town Center Drive, 10th Floor
23 Costa Mesa, California 92626-1993
24 Telephone: 714-513-5100
25 Facsimile: 714-513-5130

26 ***Attorneys for Defendant Roy Miller Painting, Inc.***

27 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
28 California, by e-mail delivery on the parties listed herein at their most recent known e-
mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
service, I caused the documents to be sent to the persons at the electronic service addresses
listed above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.

Executed on August 19, 2024 at Glendale, California.

Lilit Tunyan

Name



Signature