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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]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**SUPPLEMENTAL DECLARATION OF
LILIT TUNYAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
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

I, LILIT TUNYAN, declare as follows:

2. This Supplemental Declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Representative Action Settlement.

3. Following receipt of the Court’s Tentative Ruling that set forth items requiring correction or further briefing, the Parties revised a settlement document by entering into the FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (“Settlement” or “Settlement Agreement”), and a revised versions of the associated Notice of Proposed Class and PAGA Representative Action Settlement Class Members (**Exhibit B** to the Settlement and Amended Proposed Order) (“Notice”) and Objection Form (**Exhibit D** to the Settlement and Amended Proposed Order).

- 1) To explain why funding the settlement is in two installments and provide admissible evidence of financial situation.
- 2) To provide the estimated high and low payments to class members, the estimated high, low and average PAGA payments, and each plaintiff's anticipated total amount (including any individual claims and excluding any enhancement payment) in addition to

average payment to class members.

- 3) To revise Paragraph 23(v) of the Settlement Agreement to state “(i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute”.
- 4) To revise Paragraph 23(w) of the Settlement Agreement to state that all exclusion requests shall be submitted to the court.
- 5) To revise Paragraph 23(x) of the Settlement Agreement to state that class members should not be required to state “the factual and legal basis, with supporting documents, if any, on which the objection is based,” “whether the class member is represented by an attorney and the contact information for the attorney, or whether the class member intends to appear at the final approval hearing”. In addition, to remove the sentence at page 16 lines 17 -20 beginning with “A Class Member” and ending with “to the Settlement”, as it, among other things, is internally inconsistent.
- 6) To correct the duplicative language of the “Released Class Claims” in Paragraph 34 of the Settlement Agreement.
- 7) To limit PAGA release in Paragraph 35 for aggrieved employees other than plaintiffs to civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice to the LWDA and to provide legal authority for release of PAGA claims on behalf of the LWDA or limit the scope of the PAGA release.
- 8) To submit declarations of all parties informing the court that after making reasonable inquiry, they are not aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action, or if any such actions are known to exist, the declaration(s) shall also state the name and case number of any such case, the procedural status of that case, and describe the impact of the settlement on that case.
- 9) To revise the Notice consistent with the above Clauses 1-8.

- 10) To provide additional explanation in the Notice about what PAGA is.
- 11) To define or replace the term “Lawsuit” as the term “Lawsuit” does not appear to be defined in the settlement agreement.
- 12) To remove the sentence stating “Defendant’s records will be presumed correct unless you prove otherwise by credible evidence” on page 3 of the notice. The remainder of that paragraph should be revised as discussed in the above Clauses 1-8.
- 13) To provide further explanation and/or legal authority supporting it, or remove the sentence on page 3, the notice states that Settlement Class Members who have not claimed or negotiated their settlement checks within 180 days “shall nevertheless remain bound by the Settlement.”
- 14) To add in the Notice that the PAGA class members cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.
- 15) To provide further explanation if the notice and related documents need to be translated into any languages other than Spanish. In addition, copies of the certified translation(s) should be filed with the court and attached to the proposed order as exhibits.
- 16) To revise the proposed order consistent with the above Clauses 1-15.
- 17) To remove Counsel’s name and contact information from the caption page of the proposed order.
- 18) To attach the settlement agreement and any amendments thereto, and the notice packet (including translations) to the proposed order as exhibits.
- 19) To remove the phrase “TO ALL PARTIES AND THEIR COUNSEL OF RECORD” on page 1 line 1 of the proposed order.
- 20) To add the phrase “and in the best interests of the class members” after “adequate” in paragraph 1. To remove the remainder of paragraph 1 of the proposed order.
- 21) To remove Paragraph 2 of the proposed order.
- 22) To remove the second sentence of paragraph 3 of the proposed order.
- 23) To remove the first sentence of paragraph 4. To insert “The court preliminarily finds” at the beginning of the second sentence of paragraph 4 of the proposed order.

- 1 24) To insert “preliminarily” in paragraph 5 of the proposed order after “are” and before
2 “certified.”
- 3 25) To insert “conditionally” after “TOVAR” and before “are” in paragraph 7 of the
4 proposed order. To remove the second sentence of paragraph 7. To insert “preliminarily”
5 after “is” and before “appointed” in the third sentence of the proposed order.
- 6 26) To direct the settlement administrator to administer the settlement in accordance with the
7 settlement agreement in Paragraph 8 of the proposed order.
- 8 27) To include the procedures and schedule for objections, exclusions and disputes in the
9 proposed order.
- 10 28) To change “preliminary” to “preliminarily” in Paragraphs 12, 13, 14, 15 and 16 of the
11 proposed order.
- 12 29) To remove the phrase beginning with “and in recognition” and ending with “the
13 Settlement Class” in Paragraph 12 of the proposed order. To remove the word “an”
14 before “enhancement.”
- 15 30) To insert “(not to exceed)” after each amount in Paragraphs 12 and 13 of the proposed
16 order.
- 17 31) To insert the phrase “(not to exceed 33 1/3 of the gross settlement amount)” should be
18 inserted after “\$60,333.33” in Paragraph 14 of the proposed order.
- 19 32) To replace “in compromise of claims” with “as civil penalties” in Paragraph 15.
- 20 33) To include reference to Civil Procedure Code section 664.6 in Paragraph 21.
- 21 34) To propose a date for the final approval hearing.
- 22 35) To revise Objection Form consistent with Clause 5 of this Paragraph.

23 5. In response, the following changes have been made and supplemental materials have
24 been submitted:

- 25 1) The Settlement was revised in Paragraphs 23(q), 23(r), 26, 31 and 37 to provide that
26 Defendant funds the Gross Settlement Amount in one installment payment within five (5)
27 days after the Effective Date or May 15, 2025, whichever is later and to distribute the
28 Settlement Payments within 14 calendar days of receipt of the Gross Settlement Amount

1 in one installment. The preliminary approval hearing was continued to September 12,
2 2024, and the reasonable date proposed by the parties for final approval hearing is
3 February 20, 2025 to allow time to mail notices and other forms to class members giving
4 an opportunity to object or opt out from the Settlement. Additionally, the Effective Date
5 is defined as the last of either 61st day of the service of notice of entry of the court order
6 granting approval or when the order is no longer subject to judicial review in case of
7 appeal or writ. Therefore, the Settlement funding can be due not earlier than April 26,
8 2025. Given that Defendant now has additional time to accumulate funds for the
9 Settlement due to the continued preliminary and final approval hearings, Defendant
10 agreed to funding in one installment not earlier than May 15, 2025, which is only two
11 weeks later than April 26, 2024 which is the effective date of the Settlement in case final
12 approval is granted as scheduled.

- 13 2) The estimated high and low payments to class members, the estimated high, low and
14 average PAGA payments, and each plaintiff's anticipated total amount (including any
15 individual claims and excluding any enhancement payment) in addition to average
16 payment to class members are provided in Paragraph 6 of this Supplemental Declaration.
- 17 3) The Settlement was revised in Paragraph 23(v) to state "(i) the parties shall file with the
18 court all disputes submitted by class members, the evidence submitted, and the resolution
19 of the disputes, and (ii) although the settlement administrator may make the initial
20 decision regarding claim disputes, the court may review any decision made by the
21 settlement administrator regarding a claim dispute".
- 22 4) The Settlement was revised in Paragraph 23(w) to state that all exclusion requests shall
23 be submitted to the court and to clarify that any class member who submits a Request for
24 Exclusion will not be a Settlement Class Member, will not be entitled to receive any
25 Settlement Class Payment, and will not be bound by Released Class Claims (not "this
26 Agreement" as previously stated) since class member who choses to opt out from class
27 settlement is still bound by PAGA Released Claims which is the term of the Settlement
28 Agreement.

- 1 5) The Settlement was revised in Paragraph 23(x) to state that class members should not be
2 required to state “the factual and legal basis, with supporting documents, if any, on which
3 the objection is based,” “whether the class member is represented by an attorney and the
4 contact information for the attorney, or whether the class member intends to appear at the
5 final approval hearing”. In addition, the sentence at page 16 lines 17 -20 beginning with
6 “A Class Member” and ending with “to the Settlement” has been removed from
7 Paragraph 23(x).
- 8 6) The Settlement was revised in Paragraph 34 to correct the duplicative language of the
9 “Released Class Claims”.
- 10 7) The Settlement was revised in Paragraph 35 to limit PAGA release to Plaintiff and PAGA
11 Employees and to provide that the final judgment will bind al those who would be bound
12 if the action had been brought by the LWDA including the LWDA consistent with *Arias*
13 *v. Superior Court* (2009) 46 Cal.4th 986. Paragraph 35 was also revised to limit the scope
14 of PAGA release to civil penalties available under PAGA based on the facts alleged in the
15 operative complaint and the notice letter(s) to the LWDA and listing the factual allegations
16 limited to exact allegations provided in the operative complaint and LWDA letter.
- 17 8) Concurrently with this Supplemental declaration Plaintiff is filing the declarations from
18 Defendant’s counsel informing the court that after making reasonable inquiry, both
19 Defendant and Defendant’s counsel are not aware of any class, representative or other
20 collective action in any court that asserts claims similar to those asserted in this action.
21 Additionally, Plaintiffs in their declarations in support of preliminary approval motion
22 filed on January 26, 2024 stated that other than the litigation encompassed by this
23 proposed Settlement, there is no other litigation, on a Class or individual basis, concerning
24 the claims in this lawsuit and nor has Defendant pointed to any. See Declarations of Daniel
25 Tovar and Isabel Rodriguez, ¶ 11. Please also see Paragraph 7 of this Supplemental
26 declaration for representation regarding other cases by Plaintiff’s counsel.
- 27
28

- 1 9) The Notice was revised to make it consistent with the above Clauses 1-8.
- 2 10) The Notice was revised to provide additional explanation about what PAGA is.
- 3 11) The Notice was revised to replace “Lawsuit” with the term “Action” which is defined in
- 4 the Settlement.
- 5 12) The Notice was revised to remove the sentence stating “Defendant’s records will be
- 6 presumed correct unless you prove otherwise by credible evidence” on page 3 of the
- 7 notice. The remainder of that paragraph was revised to comply with the above Clauses 1-
- 8 7.
- 9 13) The Notice on page 3 was revised to state that “Even if the Individual Settlement
- 10 Payment is not cashed, claimed or negotiated by the Class Member within the one
- 11 hundred eighty (180) days from the date of the checks’ issuance, the Settlement Class
- 12 Member shall remain bound by the Released Class Claims, unless the Class Member
- 13 submitted a timely and valid Request for Exclusion Form” to clarify that the only case
- 14 when Class Member is not bound by the release is when a class member submits a valid
- 15 and timely Exclusion Form included the Notice packet consistent with California law.
- 16 Unless the Notice procedure does not satisfy due process, Class Member who has not
- 17 submitted a timely and valid Exclusion Form is bound by the release in the Settlement.
- 18 Not only California law does not require a class member to cash out his check to be
- 19 bound by the release in a class action, but it does also not require the notice to be actually
- 20 received by the class member to be bound by release in a class settlement, provided the
- 21 notice procedure satisfies due process. Here, in this case the Notice procedure satisfies
- 22 due process and is accurate and informative. The standard for determining the adequacy
- 23 of notice is whether the notice has “a reasonable chance of reaching a substantial
- 24 percentage of the class members.” *Cartt v. Sup. Ct.*, 50 Cal.App.3d 960, 974 (1975).
- 25 There is no statutory or due process requirement that all class members receive actual
- 26 notice, but in this matter, the Class Members will receive direct mailed notice. Direct
- 27 mail notice to Class Members’ last known address is the best possible notice under the
- 28 circumstances. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). As

1 the Court of Appeal has explained, “[t]he notice given should have a reasonable chance
2 of reaching a substantial percentage of the Class Members” *Cartt*, 50 Cal. App. 3d
3 at 974. For class claims “for money damages or similar relief at law, notice sent by first
4 class mail to the last known address of each member of the Plaintiffs class is sufficient.”
5 *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811 (1985). Here, the proposed Notice
6 procedure and mailing checks includes safeguards, including, but not limited to, searches
7 for address changes and the re-mailing of returned notices after skip traces. As such, the
8 proposed procedure provides a reasonable chance that Class members will receive notice.
9 Additionally, the proposed Notice informs the Class Members of the terms of the
10 settlement and their right to be excluded from the Settlement. If there are Class Members
11 who wish to object to this proposed class action settlement, they will have the
12 opportunity to file their objections and/or be heard at the Final Approval Hearing.
13 The Notice also fulfills the requirement of neutrality in class notices. It makes clear that
14 the Settlement does not constitute an admission of liability by the Defendant and
15 recognizes that this Court has not ruled on the merits. It also states that the final
16 settlement approval decision has yet to be made. Additionally, the model class and
17 PAGA settlement agreement released by Los Angeles Superior Court and posted on their
18 website recommended for use in class cases includes a language in its Paragraph 7.5.3
19 stating that every class member who does not submit a timely and valid request for
20 exclusion is deemed to be a participating class member entitled to all benefits and bound
21 by all terms and conditions of the settlement regardless whether the participating class
22 member actually receives the class notice or objects to the settlement. Therefore, Los
23 Angeles Superior Court basically mandates to include this language in the class action
24 settlement agreements.

25 Lastly, the checks not cashed by class members in 180 days are sent to the California
26 Controller's Unclaimed Property Fund in the name of the Class Member who can still
27 retrieve his/her money by consulting the rules of the Fund for instructions.

28 Therefore, unless Class Members submit a timely and valid Request for Exclusion, they

are bound by release in this Settlement since the Notice procedure in this case satisfies due process.

- 14) The Notice was revised to add that the PAGA class members cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.
- 15) The Notice, Objection Form and Exclusion Request Form have been translated into Spanish and have been attached to the Amended Proposed Order as exhibits. There is no need to translate the Notice, Objection Form and Exclusion Request Form to any other languages since the Parties are not aware of any class members who are unable to read and understand either English or Spanish.
- 16) The proposed order was revised to make it consistent with the above Clauses 1-15.
- 17) The proposed order was revised to remove the Counsel's name and contact information from the caption page of the proposed order.
- 18) The proposed order was revised to attach the settlement agreement and any amendments, and the notice packet (including Spanish translations) to the proposed order as exhibits.
- 19) The proposed order was revised to remove the phrase "TO ALL PARTIES AND THEIR COUNSEL OF RECORD" on page 1 line 1 of the proposed order.
- 20) The proposed order was revised to add the phrase "and in the best interests of the class members" after "adequate" in paragraph 1 and to remove the remainder of paragraph 1 of the proposed order.
- 21) The proposed order was revised to remove Paragraph 2.
- 22) The proposed order was revised to remove the second sentence of paragraph 3.
- 23) The proposed order was revised to remove the first sentence of paragraph 4 and to insert "The court preliminarily finds" at the beginning of the second sentence of paragraph 4.
- 24) The proposed order was revised to insert "preliminarily" in paragraph 5 after "are" and before "certified."
- 25) The proposed order was revised to insert "conditionally" after "TOVAR" and before "are" in paragraph 7 and to remove the second sentence of paragraph 7, and to insert

- “preliminarily” after “is” and before “appointed” in the third sentence.
- 26) The proposed order was revised to direct the settlement administrator to administer the settlement in accordance with the settlement agreement in Paragraph 8.
- 27) The proposed order was revised to include the procedures and schedule for objections, exclusions and disputes in Paragraphs 9-12.
- 28) The proposed order was revised to change “preliminary” to “preliminarily” in Paragraphs 12, 13, 14, 15 and 16.
- 29) The proposed order was revised to remove the phrase beginning with “and in recognition” and ending with “the Settlement Class” in Paragraph 12 and to remove the word “an” before “enhancement.”
- 30) The proposed order was revised to insert “(not to exceed)” after each amount in Paragraphs 12 and 13 of the proposed order.
- 31) The proposed order was revised to insert the phrase “(not to exceed 33 1/3 of the gross settlement amount)” should be inserted after “\$60,333.33” in Paragraph 14.
- 32) The proposed order was revised to replace “in compromise of claims” with “as civil penalties” in Paragraph 15.
- 33) The proposed order was revised to include reference to Civil Procedure Code section 664.6 in Paragraph 21.
- 34) The proposed order was revised to add a date for the final approval hearing in Paragraph 18.
- 35) The Objection Form was revised to make it consistent with Clause 5 of this Paragraph.

ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA EMPLOYEES

6. After deducting Class Counsel’s attorneys’ fees and costs, Service Payments to Plaintiffs, administration costs, and the payment to the LWDA, the remainder will be used to pay Settlement Class Payments to Class Members who do not opt out and PAGA Settlement Payments to PAGA Employees. For the Settlement Class Payments, each Class Member will receive a share based on the number of

workweeks each Class Member worked for Defendant within the Class Period. For PAGA individual settlement payment PAGA Employees will receive a share based on the number of pay periods each PAGA Employee worked for Defendant during the PAGA Period. The Net Settlement Amount which does not include PAGA Settlement Payments to PAGA Employees is estimated to be at least \$67,166.67, resulting in an average net payment per Class Member of at least \$433.33, before any tax withholdings. The estimated number of workweeks during Class period is 9,050. Based on information provided by Defendant's counsel the lowest number of workweeks worked by class members during the Class Period is 1 workweek while the highest number of workweeks worked by class member during the Class Period is 215 workweeks. Therefore, the lowest individual class payment is \$7.42, and the highest individual class settlement payment is \$1,595.67. The estimated number of weekly pay periods during the PAGA period is 3,295. Based on information provided by Defendant's counsel the lowest number of weekly pay periods worked by PAGA employees during the PAGA Period is 1 pay period while the highest number of weekly pay periods worked by PAGA employees during the PAGA Period is 59 pay periods. The total PAGA portion of the Settlement Amount for PAGA Employees is \$3,750 (the total PAGA amount is \$15,000 with \$11,250 to LWDA and \$3,750 to PAGA Employees). Therefore, the lowest individual PAGA payment is \$1.14, and the highest individual PAGA settlement payment is \$67.15. In addition to Service Payments to be received for representing class and PAGA employees in this action Plaintiff Daniel Tovar will receive \$274.54 for 37 workweeks worked during the Class Period as individual class settlement payment and \$14.82 for 13 pay periods worked during the PAGA Period as individual PAGA settlement payment, and Plaintiff Isabel Rodriguez will receive \$89.04 for 12 workweeks worked during the Class Period as individual class settlement payment and \$13.68 for 12 pay periods worked during the PAGA period as individual PAGA settlement payment. Other than Service Payments and their individual portions of class and PAGA settlements Plaintiffs have not entered into any undisclosed separate settlement agreements and will not receive any undisclosed compensation in this case.

OTHER PENDING ACTIONS

7. I made reasonable inquiry, and I am not aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action.

EXHIBITS

8. As noted above, a true and correct copy of the FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT is attached hereto as **Exhibit “1.”** The Settlement includes Exhibits B and D.

9. A true and correct copy of a redlined version of the AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA ACTION SETTLEMENT is attached hereto as **Exhibit “2”**.

10. A true and correct copy of a redlined version of the Amended Notice of Proposed Class and PAGA Representative Action Settlement Class Members is attached hereto as **Exhibit “3”**.

11. A true and correct copy of a redlined version of the Amended Objection Form is attached hereto as **Exhibit “4”**.

12. Attached hereto as **Exhibit “5”** is a Proof of Service of the proposed amended settlement papers to the Department of Industrial Relations, through its online submission portal.

PAGA SETTLEMENT NOTIFICATION TO DIR

13. Counsel for Plaintiffs provided notice of the requested approval of the PAGA settlement through the online submission portal.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 19th day of August 2024, at Glendale, California.



LILIT TUNYAN, “Declarant”

Exhibit “1”

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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,
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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

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

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

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

REVISED PROVISIONS

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

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

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

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

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

(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 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

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

(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 the Settlement Administrator by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means for determining whether a Request for Exclusion has been timely submitted. The Request for Exclusion Form that will accompany the Notice is attached hereto as Exhibit "C." The Request for Exclusion Form accompanying the Notice will be pre-printed with the Class Member's name and address to facilitate identification by the Settlement Administrator. To be complete, the Class Member must sign and date the Request for Exclusion Form and include the last four digits of their social security number. The name and last four digits of the Social Security number provided by the Class Member on the Request for Exclusion Form must match Defendant's records as provided to the Settlement Administrator, or match Defendant's records for that particular Class Member. The name and Social Security number provided by the Class Member will be deemed to match Defendant's records only if: (1) both the first name and the last name and the last four digits of the Social Security number provided by the Class Member match Defendant's records; (2) the first name and the last four digits of the Social Security number provided by the Class Member match Defendant's records and it appears the last name has been changed as a result of a change in marital status or is a shortened or lengthened version of the

1 name that appears in Defendant's records; or (3) the last four digits of the Social Security number and last
2 name match Defendant's records and the first name provided is either a nickname or a shortened or
3 lengthened version of the name that appears in Defendant's records. Each Class Member who does not
4 submit a Request for Exclusion Form in compliance with this paragraph will be deemed to be a Settlement
5 Class Member. Settlement Class Members will be bound by all terms of the Settlement Agreement and
6 the Final Approval Order and Final Judgment. Any Class Member who submits a Request for Exclusion
7 Form will not be a Settlement Class Member, will not be entitled to receive any Settlement Class Payment,
8 and will not be bound by the Released Class Claims or have any right to object, appeal, or comment
9 thereon. No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
10 Administrator shall provide counsel for the Parties with a complete list of all Class Members who have
11 submitted a complete, valid, and timely Request for Exclusion Form. All Requests for Exclusion shall be
12 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 specified
18 on the Notice in the form attached hereto as **Exhibit "D"**, not later than the Response Deadline. The date
19 of the postmark will be the exclusive means for determining whether an objection has been timely
20 submitted. If any Class Member chooses to submit a written objection not in the form attached hereto as
21 **Exhibit "D"**, the written objection must include: (1) the objector's full name, address, last four digits of
22 his or her Social Security number, and signature; (2) the case name and number. The Parties agree that
23 the Settlement Administrator shall not disclose the last four digits of any objecting Class Member's Social
24 Security number to anyone but the Parties, that such information will be securely held, and that the
25 disclosure of those last four digits to the Parties shall not be used for any purpose except to ascertain the
26 identity of the objector for administration of this Settlement. Any person who fails to timely submit their
27 written objections in the manner specified above may still appear and object at the Final Approval
28 Hearing. If a Settlement Class Member objects to this Settlement, the Settlement Class Member will

1 remain a member of the Class for Settlement purposes, and if the Court grants final approval of the
2 Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Final
3 Judgment. Within three (3) business days of receipt of an objection, the Settlement Administrator shall
4 provide counsel for the Parties with a copy of the objection. No later than thirty (30) calendar days before
5 the Final Approval 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 to the Final Approval
7 Hearing, the Settlement Administrator shall submit copies of the objections that it has received, to the
8 Court by way of declaration. Regardless of the form, an objection alone will not satisfy the requirement
9 that a Settlement Class Member must either make a timely complaint in intervention before final judgment
10 or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have
11 standing to appeal entry of judgment approving this Settlement, as is required under the California
12 Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). If the objecting
13 Class Member does not formally intervene in the action or move to set aside any judgment and/or the
14 Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this
15 Agreement. Class Counsel and Defendant's Counsel may, at least five (5) calendar days (or some other
16 number of days as the Court shall specify) before the final approval hearing, file responses to any written
17 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 Amount
21 from Defendant, the Settlement Administrator will issue and send out the Settlement Payment checks to
22 the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
23 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, partners,
13 trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors,
14 related 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. To the extent not already mentioned above, the Class Released Claims expressly include all claims
5 arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226,
6 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys
7 General Act sections 2698, et seq.; violations of California Unfair Competition Law (Cal. Bus. & Prof.
8 Code §§ 17200, et seq.); the Wage Orders of the California Industrial Welfare Commission. This release
9 excludes the release of claims not permitted by law.

10
11 Paragraph 35 of the Settlement Agreement is hereby amended and now reads as follows:

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

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

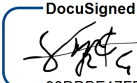
37. Defendant and its counsel agree to cooperate to obtain approval of the Settlement, pursuant to the terms set forth herein. Pursuant to the Parties' confidentiality agreement, Defendant will provide to Plaintiff financial information justifying funding of settlement money. If ordered by the Court, Defendant will provide necessary financial background and documents to the Court in the form satisfactory to the Court requirements to approve the Settlement. Failure by Defendant to provide necessary financial information and declarations requested by court justifying funding of settlement money if requested by the Court, 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, Defendant has an obligation to provide additional information to the court as requested until found satisfactory.

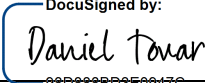
Exhibit B (Notice of Proposed Class and PAGA Representative Action Settlement) to the Settlement Agreement is replaced with the new **Exhibit B** (Amended Notice of Proposed Class and PAGA Representative Action Settlement) attached to this Amendment, which was revised to reflect the above-mentioned revisions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

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

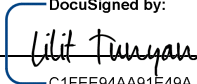
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this First Amendment to Joint Stipulation of Class and PAGA Representative Action Settlement between Plaintiff and Defendant as set forth below.

Plaintiffs & Class Representatives:

Dated: 7/25/2024 | 6:09 PM PDT By: 
ISABEL RODRIGUEZ

Dated: 7/29/2024 | 11:32 AM PDT By: 
DANIEL TOVAR

Plaintiffs' Counsel:

Dated: 7/29/2024 | 11:41 AM PDT 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
2 **Plaintiffs & Class Representatives:**

3 Dated:

By: _____
ISABEL RODRIGUEZ

5 Dated:

By: _____
DANIEL TOVAR

7 **Plaintiffs' Counsel:**

8 Dated:

TUNYAN LAW, APC

9 By: _____

10 Lilit Tunyan
11 Artur Tunyan

12 Attorneys for Plaintiffs

13 **Defendant:**

14 Dated: August 14, 2024

ROY MILLER PAINTING INC.

15 By: Roy Miller
16 Print Name

17 [Signature]
Signature

18 Pres
19 Title

21 **Defendant's Counsel:**

22 Dated: August 14, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

23 [Signature]
24 Greg S. Labate
25 Lauren J. Blaes

26 Attorneys for Defendant

Exhibit “B”

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 <i>WRITTEN</i> 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:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Defendant's Counsel

Greg S. Labate

glabate@sheppardmullin.com

Lauren J. Blaes

lblaes@sheppardmullin.com

**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 of the Orange County Superior Court. You may also view documents filed in this case on the Court's website at: <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). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

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:

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the paper.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

Exhibit “2”

Lilit Tunyan (SBN: 329351)
ltunyan@tunyanlaw.com

Artur Tunyan (SBN 349174)
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Attorneys for Plaintiffs Isabel Rodriguez and Daniel Tovar

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Costa Mesa, California 92626-1993
Telephone: 714-513-5100
Facsimile: 714-513-5130

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]

**AMENDED JOINT STIPULATION OF
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: March 20, 2023
Trial: Not Set

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1 **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

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

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

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

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

14 3. For purposes of this Settlement, the “Class Period” is March 20, 2019 through May 1,
15 2023.

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

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

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

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

1 8. For purposes of the Settlement, “Defendant’s Counsel” means SHEPPARD, MULLIN,
2 RICHTER & HAMPTON LLP.

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

10 10. For purposes of this Settlement, “PAGA Period” means the period between March 20,
11 2022 through May 1, 2023.

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

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

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

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

21 **STIPULATED BACKGROUND**

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

§ 17200 et seq. On May 25, 2023, Plaintiffs filed their First Amended Complaint adding the eighth case of action for civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”). In the Complaint, Plaintiffs sought to represent all persons that worked for Defendant in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint through the date final judgment is entered.

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

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

18. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs’ claims, Defendant contends, among other things, that Plaintiffs and the Class Members and PAGA Employees have been paid proper wages, have been provided meal periods, have been provided rest periods, have

1 been paid timely wages upon separation of employment, have been provided with accurate itemized wage
2 statements, have been reimbursed for all necessary business expenses, and treated in all respects in
3 accordance with California law with regard to the claims and facts alleged in the Complaint. Defendant
4 contends, among other things, that it has complied at all times with the California Labor Code and the
5 applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims,
6 Defendant contends that it has complied at all times with the California Business and Professions Code.

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

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

17 21. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
18 preliminary and final approval of this Settlement.

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

22 **PRIMARY TERMS OF SETTLEMENT**

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

- 25 (a) **Effective Date:** The "Effective Date" of the Settlement will be the last to occur of
26 the following: (a) the sixty-first (61st) day after service of notice of entry of the
27 court order granting final approval of the settlement; or (b) if an appeal, review or
28 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. Prior to the Effective Date, Defendant will not be required to fund the settlement, in whole or in part, through the settlement administrator or any third party.

(b) Gross Settlement Amount: Defendant's maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiffs, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is One Hundred Eighty-One Thousand Dollars and Zero Cents (\$181,000.00) ("Gross Settlement Amount"), subject to the Escalator Clause.

(c) Escalator Clause: Defendant represents that the number of workweeks worked in the Class Period for those Class Members was estimated to be nine thousand fifty (9,050). The parties stipulate to a 10% escalation of the estimated workweeks without an increase to the Gross Settlement Amount. If the number of actual workweeks during the Class Period exceeds 10% of the estimated workweeks (i.e. exceeds 9,955 workweeks), Defendant can either have the Class Period end on the date that the workweeks exceed 9,955 or increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of workweeks in excess of 9,955 workweeks. For example, if there is a 1% increase over 10%, then Defendant could choose to increase the Gross Settlement Amount increases by 1% (the "Escalator Clause").

(d) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendant.

(e) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.

(f) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$181,000.00) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed 33 and 1/3% of

the Gross Settlement Amount, or \$60,333.33); (2) reasonable litigation costs (not to exceed \$22,000.00); (3) the Service Payments (not to exceed \$5,000.00 to each 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]) × [Net Settlement Amount – all PAGA Settlement Payments] = 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: $[(\text{PAGA Pay Periods worked by a PAGA Employee}) \div (\text{Sum of all PAGA Pay Periods worked by all PAGA Employees})] \times [\text{PAGA Settlement Payment to Employees, i.e. \$3,750.00}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment}$. 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

1 receive an IRS Form W-2 with respect to this portion of the Settlement Payment.
2 The employer's share of payroll taxes and other required withholdings will be paid
3 as set forth above, including but not limited to the Defendant's FICA and FUTA
4 contributions, based on the payment of claims to the Class Members. Class
5 Members are responsible to pay appropriate taxes due on the Settlement Payments
6 they receive. To the extent required by law, IRS Forms 1099 and W-2 will be
7 issued to each Class Member with respect to such payments. All PAGA
8 Settlement Payments will be allocated as 100% penalties.

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

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

28 (m) Service Payment: Subject to Court approval, and in exchange for a general release,

1 Defendant will not object to Class Counsel’s application for an additional payment
2 of up to \$5,000.00 to each Plaintiff for service as a Class Representative, total
3 \$10,000.00 (“Service Payment”). It is understood that the Service Payment is in
4 addition to the individual Settlement Payment to which a Class Representative is
5 entitled to along with the other Class Members.

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

1 the Wage Orders of the California Industrial Welfare Commission; the
2 California Private Attorneys General Act of 2004 (“PAGA”); California
3 Business and Professions Code Section 17200, et seq.; the California Civil
4 Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR
5 Sections 11010, 11040, and 11090; California Code of Civil Procedure,
6 including but not limited to Section 1021.5; the California common law of
7 contract; the FLSA, 29 U.S.C. Section 201, et seq.; federal common law; and
8 the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, et seq.
9 (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages
10 and benefits, emotional distress, retaliation, punitive damages, and attorneys’
11 fees and costs arising under federal, state, or local laws for discrimination,
12 harassment, retaliation, and wrongful termination, such as, by way of example
13 only, (as amended) 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of
14 1964, the Americans With Disabilities Act, the Age Discrimination in
15 Employment Act, and the California Fair Employment and Housing Act; and
16 the law of contract and tort. Plaintiffs who are 40 years of age or older shall
17 release all claims under the ADEA pursuant to the OWBPA Plaintiffs stipulate
18 and agree that each of them have expressly waived and relinquished, to the
19 fullest extent permitted by law, the provisions, rights and benefits of Section
20 1542 of the California Civil Code, or any other provision under federal or state
21 law, which provides:

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

27 The Parties understand that the General Release does not release any claims that
28 Plaintiffs cannot lawfully release. It is also understood and agreed by

1 Defendant that this release does not limit Plaintiffs from filing and seeking
2 damages for any Workers' Compensation claims and/or unemployment
3 insurance claims.

- 4 (o) The Settlement Administrator will issue an IRS Form 1099 for the Service
5 Payment to the Plaintiffs. Plaintiffs shall be solely and legally responsible to pay
6 any and all applicable taxes on the Service Payment and shall hold harmless the
7 Released Parties from any claim or liability for taxes, penalties or interest arising as
8 a result of the payment. Plaintiffs are solely responsible for providing a completed
9 IRS W-9 form to the Settlement Administrator prior to distribution. The
10 Settlement Administrator will issue to Plaintiffs an IRS Form 1099 reflecting the
11 Service Payment. Plaintiffs agree not to opt out or object to the Settlement,
12 including the Service Payment as the Class Representative.

- 13 (p) Settlement Administrator: The Settlement Administrator will be ILYM GROUP,
14 Inc. Settlement Administration Costs are estimated not to exceed \$6,500.

- 15 (q) Funding of Settlement Account: Defendant will fund the Gross
16 Settlement Amount ~~in two equal installments. The first installment in the~~
17 ~~amount of \$90,500 will be funded by Defendant no later than twelve (12)~~
18 ~~months from November 18, 2023 or within~~ five (5) days after the Effective Date
19 ~~or by May 15, 2025, whichever date is later ("First Installment"). The second~~
20 ~~installment in the amount of \$90,500 will be funded by Defendant no later than~~
21 ~~six (6) months from the date of the first installment payment receipt ("Second~~
22 ~~Installment").~~ Defendant shall also fund the amounts necessary to fully pay
23 Defendant's share of payroll taxes by transmitting the funds to the Settlement
24 Administrator with ~~the Gross Settlement Amount each installment payment.~~

- 25 (r) Distribution and Mailing of Settlement Payments and other payments:
26 The Settlement Administrator shall mail checks for Individual Settlement Class
27 Payments and Individual PAGA Settlement Payments and distribute the Class
28 Counsel's Fees and Costs, Service Payments, LWDA's PAGA Penalty

Payment, and the Settlement Administration Costs ~~for the First Installment no~~
later than fourteen (14) calendar days of receipt of the Gross Settlement Amount
from Defendant after Defendant funds the First Installment, in the following
order of priority from the First Installment: (i) full payment of the Service
Payment to Class Representatives; (ii) partial payment in the amount of one half
(50%) of LWDA PAGA Payment; (iii) partial payment in the amount of one
half (50%) of all 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”).

1 For each Class Member, there will be pre-printed information on the mailed
2 Notice, based on Defendant's records, stating the Class Member's Covered
3 Workweeks during the Class Period and the estimated total Settlement Payment
4 under the Settlement, including the Settlement Class Payment and the PAGA
5 Settlement Payment that will be distributed irrespective of any exclusion request.
6 The pre-printed information based on Defendant's records shall be presumed to be
7 correct. A Class Member may dispute the pre-printed information on the Notice as
8 to his or her Covered Workweeks during the Class Period. Class Members must
9 submit any dispute regarding the information on the Notice as to his or her
10 Covered Workweeks within the Response Deadline.

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

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

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

19 (v) Resolution of Workweek Disputes: Defendant's records will be presumed
20 determinative, absent credible evidence to rebut the accuracy of the Workweeks
21 credited to a Class Member based thereon. If a Class Member disputes the
22 Workweeks credited to him or her, as stated in the Notice, the Class Member must
23 submit written correspondence to the Settlement Administrator that is postmarked
24 no later than the Response Deadline explaining the basis for the dispute and
25 including any supporting documentation showing that the Workweeks credited to
26 him or her is inaccurate. If a Class Member disputes the accuracy of Defendant's
27 records used to calculate Covered Workweeks, the Settlement Administrator will
28 evaluate the evidence submitted by the Class Member and make an initial decision

~~recommendation to the Parties~~ 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. 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 the Settlement Administrator by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means for determining whether a Request for Exclusion has been timely submitted. The Request for Exclusion Form that will accompany the Notice is attached hereto as **Exhibit "C."** The Request for Exclusion Form accompanying the Notice will be pre-printed with the Class Member's name and address to facilitate identification by the Settlement Administrator. To be complete, the Class Member must sign and date the Request for Exclusion Form and include the last four digits of their social security number. The name and last four digits of the Social Security number provided by the Class Member on the Request for Exclusion Form must match Defendant's records as provided to the Settlement Administrator, or match Defendant's records for that particular Class Member. The name and Social Security number provided by the Class Member will be deemed to match Defendant's records only if: (1) both the first name and the last name and the last four digits of the Social Security number provided by the Class Member match Defendant's records; (2) the first name and the last four digits of the Social Security number provided by the Class Member match Defendant's

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

- 18 (x) Right of Settlement Class Member to Object to The Settlement: A Settlement
19 Class Member may object to the Settlement. To assert an objection to the
20 Settlement, a Settlement Class Member must submit an Objection Form to the
21 Settlement Administrator by first class U.S. mail at the address specified on the
22 Notice in the form attached hereto as **Exhibit "D"**, not later than the Response
23 Deadline. The date of the postmark will be the exclusive means for determining
24 whether an objection has been timely submitted. If any Class Member chooses to
25 submit a written objection not in the form attached hereto as **Exhibit "D"**, the
26 written objection must include: (1) the objector's full name, address, last four digits
27 of his or her Social Security number, and signature; (2) the case name and number; ~~(3)~~
28 ~~the factual and legal basis, with supporting documents, if any, on which the~~

1 objection is based; (4) whether the objector is represented by an attorney and
2 providing the contact information of any such attorney; and (5) whether the
3 objector plans to appear at the Final Approval Hearing. The Parties agree that the
4 Settlement Administrator shall not disclose the last four digits of any objecting
5 Class Member's Social Security number to anyone but the Parties, that such
6 information will be securely held, and that the disclosure of those last four digits to
7 the Parties shall not be used for any purpose except to ascertain the identity of the
8 objector for administration of this Settlement. Any person who fails to timely
9 submit their written objections in the manner specified above may still appear and
10 object at the Final Approval Hearing. If a Settlement Class Member objects to this
11 Settlement, the Settlement Class Member will remain a member of the Class for
12 Settlement purposes, and if the Court grants final approval of the Settlement, he or
13 she will be bound by the terms of the Settlement and any Final Approval Order and
14 Final Judgment. Within three (3) business days of receipt of an objection, the
15 Settlement Administrator shall provide counsel for the Parties with a copy of the
16 objection. No later than thirty (30) calendar days before the Final Approval
17 Hearing, the Settlement Administrator shall provide counsel for the Parties with a
18 complete list of Settlement Class Members who have submitted an objection. Prior
19 to the Final Approval Hearing, the Settlement Administrator shall submit copies of
20 the objections that it has received, to the Court by way of declaration. ~~Regardless~~
21 ~~of the form, an objection alone will not satisfy the requirement that a Settlement~~
22 ~~Class Member must either make a timely complaint in intervention before final~~
23 ~~judgment or by file a motion to set aside and vacate the class judgment under Code~~
24 ~~of Civil Procedure § 663 to have standing to appeal entry of judgment approving~~
25 ~~this Settlement, as is required under the California Supreme Court decision of~~
26 ~~Hernandez v. Restoration Hardware, 4 Cal. 5th 260 (2018). A Class Member who~~
27 ~~does not object prior to or at the Final Approval Hearing, will be deemed to have~~
28 ~~waived any objections and will be foreclosed from making any objections (whether~~

1 ~~at the Final Approval Hearing, by appeal, or otherwise) to the Settlement.~~ If the
2 objecting Class Member does not formally intervene in the action or move to set
3 aside any judgment and/or the Court rejects the Class Member's objection, the
4 Class Member will still be bound by the terms of this Agreement. Class Counsel
5 and Defendant's Counsel may, at least five (5) calendar days (or some other
6 number of days as the Court shall specify) before the final approval hearing, file
7 responses to any written objections submitted to the Court.

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

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

13 25. The Settlement Administrator will independently review the Covered Workweeks
14 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
15 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
16 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
17 Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform its
18 duties.

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

26 27. The Settlement Administrator will post the First Amended Complaint, the notice letter to
27 the LWDA, the Settlement Agreement, the court orders granting preliminary and final approval of the
28 Settlement and final judgment approving the Settlement, and the Notice on the Settlement Administrator's

1 website for a period of not less than 180 calendar days after the final judgment is entered. The address of
2 that website will be included in the Notice.

3 **ATTORNEY'S FEES AND COSTS**

4 28. In consideration for resolving this matter and in exchange for the release of all claims by
5 the Class Members, including Plaintiffs, and subject to approval by the Court, Defendant will not object to
6 Class Counsel's application for attorney's fees not to exceed 33 and 1/3% of the Gross Settlement Amount
7 (\$60,333.33 of \$181,000.00) and litigation costs not to exceed \$22,000.00. The amounts set forth above
8 will cover all work performed and all fees and costs incurred to date, and all work to be performed and all
9 fees and costs to be incurred in connection with the approval by the Court of this Settlement and
10 administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve
11 a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s)
12 and the maximum amount set forth above shall be added to the Net Settlement Amount. Class Counsel
13 shall disclose to the Court any fee sharing agreements in existence.

14 **THE NOTICE PROCESS**

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

- 22 (a) Within 20 calendar days from the date of preliminary approval of this Settlement
23 by the Court, Defendant shall provide to the Settlement Administrator a class
24 database containing the following information for each Class Member: (1) name;
25 (2) last known address; (3) social security number; and (4) dates of employment
26 with Defendant in California. This database shall be based on Defendant's payroll
27 and other business records and shall be provided in a format acceptable to the
28 Settlement Administrator. The Settlement Administrator will run a check of the

1 Class Members' addresses against those on file with the U.S. Postal Service's
2 National Change of Address List; this check will be performed only once per Class
3 Member by the Settlement Administrator. Absent mutual written agreement of
4 counsel for the Parties or Court order, the Settlement Administrator will keep this
5 database confidential and secure and use it only for the purposes described herein,
6 and will return this database to Defendant upon final approval of the settlement or
7 destroy electronic records containing the database after the Settlement is final and
8 all payments are distributed as required under this Agreement.

- 9 (b) Within 14 calendar days after the Class database is provided to the Settlement
10 Administrator, the Settlement Administrator will mail the Notices to the Class
11 Members by First Class United States mail.
- 12 (c) Notices returned to the Settlement Administrator as non-deliverable on or before
13 the initial Response Deadline shall be resent to the forwarding address, if any, on
14 the returned envelope. A returned Notice will be forwarded by the Settlement
15 Administrator any time that a forwarding address is provided with the returned
16 mail. If there is no forwarding address, the Settlement Administrator will do a
17 computer search for a new address using the Class Member's social security
18 number or other information. In any instance where a Notice is re-mailed, that
19 Class Member will have until the extended Response Deadline as described above.
20 Upon completion of these steps by the Settlement Administrator, Defendant and
21 the Settlement Administrator shall be deemed to have satisfied their obligations to
22 provide the Notice to the affected Class Member. The affected Class Member shall
23 remain a member of the Settlement Class and shall be bound by all the terms of the
24 Settlement and the Court's Order and Final Judgment.
- 25 (d) Class Counsel shall provide to the Court, at least five calendar days prior to the
26 final approval hearing, or such other date as set by the Court, a declaration by the
27 Settlement Administrator of due diligence and confirming mailing of the Notices.
28

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

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

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

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

18 33. Upon completion of its calculation of Settlement Payments, the Settlement Administrator
19 shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to
20 be made to Class Members (to be identified anonymously by a random identifier). A Declaration attesting
21 to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and
22 filed with the Court by Class Counsel.

23 **RELEASE BY THE CLASS**

24 34. Released Class Claims. Settlement Class Members, and their successors, assigns, and/or
25 agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge
26 Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners,
27 trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors,
28 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 also 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.

35. Released PAGA Claims. Upon full payment of Gross Settlement Amount, Plaintiffs and
each and all PAGA Employees, ~~the LWDA,~~ on behalf of themselves and their heirs, successors, assigns,
and/or agents, and each of them, ~~will be deemed to have fully and finally released and discharged fully~~
~~and finally release and discharge~~ the Released Parties, and each of them, for any and all civil penalties
recoverable under the ~~that could have been sought by the Labor Commissioner pursuant to the~~ California

1 Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, et seq.) based on the
2 facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached hereto as “Exhibit
3 A (“Released PAGA Claims”), which includes Plaintiffs’ allegations that Defendant failed to pay all
4 wages due for all hours worked, failed to pay minimum wages, failed to pay straight time wages, failed to
5 pay all overtime and doubletime wages, failed to timely pay all wages during employment, required
6 employees to work off-the-clock, failed to maintain accurate records of hours worked, failed to provide
7 meal periods, failed to authorize and permit rest periods, failed to pay meal period premiums, failed to pay
8 rest period premiums, failed to indemnify business expenses, failed to timely pay all wages upon
9 termination of employment, failed to provide accurate, itemized wage statements, and, to the extent not
10 already covered, Plaintiffs’ allegations for civil penalties recoverable under the PAGA under California
11 Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699, for alleged violations of California
12 Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198,
13 2802, and the applicable Industrial Welfare Commission Wage Orders, including all claims for civil
14 penalties based upon or arising out of any Defendant’s alleged failure to pay all wages due, including
15 minimum wages, straight time compensation, overtime compensation, double time compensation,
16 reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal
17 periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay;
18 payment for all hours worked, including off the clock work; wages related to alleged illegal rounding;
19 failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to
20 timely pay all wages during employment; failure to timely pay all wages due at separation of employment;
21 failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief;
22 interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties,
23 minimum wage penalties, and waiting time penalties; and claims for civil penalties arising under or based
24 upon alleged violations of California Labor Code Sections 200-204, 210, 226, 226.7, 510, 512, 558, 1174,
25 1194, 1194.2, 1197, 1198, 2802, 2698 et seq., 2699 et seq., and/or those arising under applicable Industrial
26 Welfare Commission Wage Orders. The final judgment entered pursuant to this settlement will bind all
27 those who would be bound by a judgment if the action had been brought by the LWDA, including
28 Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of civil penalties under the

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1 California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against the
2 Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame of the Released
3 PAGA Claims shall be the PAGA Period.

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

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

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

23 37. Defendant and its counsel agree to cooperate to obtain approval of the Settlement, pursuant
24 to the terms set forth herein. Pursuant to the Parties' confidentiality agreement, Defendant will provide to
25 Plaintiff financial information justifying ~~funding distribution~~ of settlement money ~~in two installment~~
26 ~~payments in connection with Defendant's financial condition~~. If ordered by the Court, Defendant will
27 provide necessary financial background ~~and documents~~ to the Court ~~via a declaration~~ in the form
28 satisfactory to the Court requirements to approve the Settlement. Failure by Defendant to provide

1 necessary financial information and declarations requested by court justifying ~~funding distribution~~ of
2 settlement money ~~if requested by the Court, in two installment payments~~ will constitute material breach
3 of this Agreement. Should the Court find that information provided by Defendant not satisfactory for
4 approval of the settlement money distribution ~~two installment payments~~, Defendant has an obligation to
5 provide additional information to the court as requested until found satisfactory ~~or negotiate with Plaintiff~~
6 ~~an amendment to the Settlement Agreement to distribute the settlement money in a single installment.~~

7 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

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

- 12 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
13 adequate, and directing consummation of its terms and provisions;
- 14 (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- 15 (c) Approving the Service Payments to the Class Representatives;
- 16 (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting
17 duties under the Settlement.
- 18 (e) Adjudging Plaintiffs and Class Counsel may adequately represent the Class for the
19 purpose of entering into and implementing the Agreement;
- 20 (f) Entering a final judgment in the action as to all PAGA and Class Claims and
21 related issues;
- 22 (g) Adjudging that notwithstanding the submission of a timely request for exclusion,
23 Class Members are still bound by the settlement and release of the Released PAGA
24 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46
25 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to
26 the Released PAGA Claims, and further affirms that the State's claims for civil
27 penalties pursuant to PAGA are also extinguished.
- 28

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

NULLIFICATION AND TERMINATION

39. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments or settlement money distribution terms; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

40. 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.

41. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

42. 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.

MUTUAL FULL COOPERATION

43. 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

1 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
2 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
3 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
4 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
5 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the
6 Court's preliminary and final approval of this Settlement.

7 **NO PRIOR ASSIGNMENTS**

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

12 **NO ADMISSION OF LIABILITY**

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

18 **ENFORCEMENT ACTIONS**

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

1 **CONSTRUCTION**

2 47. The Parties hereto agree that the terms and conditions of this Settlement are the result of
3 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed
4 in favor of or against any party by reason of the extent to which any party or his, her or its counsel
5 participated in the drafting of this Settlement.

6 **CAPTIONS AND INTERPRETATIONS**

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

10 **MODIFICATION**

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

14 **INTEGRATION CLAUSE**

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

19 **WAIVER OF APPEALS**

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

23 **BINDING ON ASSIGNS**

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

26 **CLASS COUNSEL SIGNATORIES**

27 53. It is agreed that because the members of the Class are so numerous, it is impossible or
28 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.

COUNTERPARTS

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

CONFIDENTIALITY & PUBLIC COMMENT

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

FINAL JUDGMENT

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

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint

1 Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

2 IT IS SO STIPULATED.

3 **Plaintiffs & Class Representatives:**

4 Dated: By: _____
5 **ISABEL RODRIGUEZ**

6 Dated: By: _____
7 **DANIEL TOVAR**

8 **Plaintiffs' Counsel:**

9 Dated: **TUNYAN LAW, APC**
10 By: _____
11 Lilit Tunyan
12 Artur Tunyan
13 Attorneys for Plaintiffs

14 **Defendant:**

15 Dated: **ROY MILLER PAINTING INC.**
16 By: _____
17 Print Name
18 _____
19 Signature
20 _____
21 Title

21 **Defendant's Counsel:**

22 Dated: **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
23 _____
24 Greg S. Labate
25 Lauren J. Blaes
26 Attorneys for Defendant
27
28

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 Lawsuit, 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 \$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. ~~If you believe the number of Workweeks during the~~ 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. ~~Defendant's records will be presumed correct unless you prove otherwise by credible evidence.~~ The Settlement Administrator will evaluate the evidence submitted and ~~make an initial decision as to which figures should be applied.~~ make a recommendation to the Parties. 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. If the Parties disagree with the recommendation, the dispute will be submitted by the Parties to the Court for final resolution.

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. ~~In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement. 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. Upon final approval, Defendant will fund the settlement account in two equal installments. The first installment in the amount of \$90,500 will be distributed by Defendant no later than twelve (12) months from November 18, 2023 or five (5) days after the Effective Date, whichever date is later ("First Installment"). The second installment in the amount of \$90,500 will be distributed by Defendant no later than six (6) months from the date of the first installment payment receipt ("Second Installment"). The Administrator shall mail checks in the amount of one half (50%) of Individual Class Payments and one half (50%) of Individual PAGA Settlement Payments from the First Installment no later than fourteen (14) calendar days after Defendant funds the First Installment. The Administrator shall mail checks in the amount of the remaining other half (50%) of Individual Class Payments and one half (50%) of PAGA Payments from the Second Installment no later than fourteen (14) calendar days after Defendant funds the Second Installment.

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 also 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, ~~the LWDA, and Plaintiffs~~ and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each of them, ~~will be deemed to have fully and finally released and discharged fully and finally release and discharge~~ the Released Parties, and each of them, ~~of any and all causes of action for civil penalties pursuant to for any and all civil penalties recoverable under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, et seq.) that were alleged in the Action~~ based on the facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached ~~hereto 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 doubletime 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, including all claims for civil penalties based upon or arising out of any Defendant's alleged 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 claims for civil penalties arising under or based upon alleged violations of California Labor Code Sections 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802, 2698 et seq., 2699 et seq., and/or those arising under applicable Industrial Welfare Commission Wage Orders. The time frame of the Released PAGA Claims shall be the PAGA Period.

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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) ~~the factual and legal basis, with supporting documents, if any, on which the objection is based;~~ (3) your signature; (4) the case and number (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court Case No. 30-2023-01314830-CU-OE- CXC); (5) ~~whether the objector is represented by an attorney and providing the contact information of any such attorney;~~ (6) ~~whether the objector plans to appear at the Final Approval Hearing;~~ and (7) 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:

<u>Class Counsel</u>	<u>Defendant’s Counsel</u>
Lilit Tunyan	Greg S. Labate
ltunyan@tunyanlaw.com	glabate@sheppardmullin.com
Artur Tunyan	Lauren J. Blaes
atunyan@tunyanlaw.com	lblaes@sheppardmullin.com
TUNYAN LAW, APC	SHEPPARD, MULLIN, RICHTER
535 N. Brand Blvd., Suite 285	& HAMPTON LLP
Glendale, California 91203	650 Town Center Drive, 10th Floor
Telephone: (323) 410-5050	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 ~~Actionlawsuit~~ are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also view documents filed in this case on the Court’s website at: <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may

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need the case number to access and view case documents (30-2023-01314830-CU-OE- CXC). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT.**

Exhibit “4”

OBJECTION FORM

Superior Court of California for the County of Orange

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 ~~state all factual and legal bases for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, indicate whether you are represented by counsel and, if so, provide their contact information, indicate whether you plan to appear at the Final Approval Hearing,~~ 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:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Exhibit “5”

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 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the documents described as: **1. SUPPLEMENTAL
9 DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR
10 PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION
11 SETTLEMENT; 2. FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND
12 PAGA REPRESENTATIVE ACTION SETTLEMENT; 3. AMENDED [PROPOSED]
13 ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA
14 REPRESENTATIVE ACTION SETTLEMENT; 4. DECLARATION OF LAUREN J.
15 BLAES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL.** on the
16 interested parties in this action by sending a true copy thereof to interested parties as follows
17 and as stated on the attached service list:

18 Labor & Workforce Development Agency
19 Attn. PAGA Administrator
20 1515 Clay Street, Ste. 801
21 Oakland, CA 94612
22 PAGAFilings@dir.ca.gov

23 [✓] **BY ONLINE SUBMISSION:** I hereby certify that these documents were served from
24 Glendale, California, by online submission to Labor & Workforce Development Agency
25 portal using the link <https://dir.tfaforms.net/315>.

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

28 Executed on August 19, 2024 at Glendale, California.

29 Lilit Tunyan
30 Name



31 _____
32 Signature

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: **SUPPLEMENTAL**
9 **DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR**
10 **PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION**
11 **SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
12 interested parties as follows and as stated on the attached service list:

13 Greg S. Labate
14 glabate@sheppardmullin.com
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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-
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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