

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JORGE LOPEZ, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

PACIFIC UTILITY INSTALLATION, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVRI2302834

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jorge Lopez (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendant Pacific Utility Installation, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

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

1. “Action” means *Lopez v. Pacific Utility Installation, Inc.*, No. CVRI2302834 (Riverside County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred Sixty-Five Thousand Dollars (\$265,000). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the

respective number of Workweeks and pay periods that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Settlement Class” means all individuals who worked for Defendant in California as non-exempt, hourly employees at any time during the Class Period. There are approximately 503 Class Members.

6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. “Class Period” means the period from June 1, 2019 through February 7, 2025.

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

9. “Court” means the Riverside County Superior Court.

10. “Defendant” means Defendant Pacific Utility Installation, Inc.

11. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Gross Settlement Amount” means the Gross Settlement Amount of Seven Hundred Ninety Five Thousand Dollars (\$795,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by

1 Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual
2 claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as
3 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
4 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
5 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
6 Settlement Amount.

7 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
8 Member's respective shares of the Net Settlement Fund and PAGA Fund.

9 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
10 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the
11 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
12 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
13 Defendant.

14 16. "Notice of Objection" means the form attached as Exhibit C.

15 17. "PAGA Members" means all individuals who worked for Defendant in California as
16 non-exempt, hourly employees at any time during the PAGA Period. There are approximately 423
17 PAGA Members.

18 18. "PAGA Period" means the period from June 28, 2022, through February 7, 2025.

19 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
20 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
21 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
22 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Thirty Thousand Dollars
23 (\$30,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
24 PAGA, Seventy-Five Percent (75%), or Twenty-Two Thousand Five Hundred Dollars (\$22,500), of the
25 PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency
26 ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Seven
27 Thousand Five Hundred Dollars (\$7,500) ("PAGA Fund"), of the PAGA Settlement will be disbursed to
28 PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

1 20. “Parties” means Plaintiff and Defendant collectively.

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

4 22. “Plaintiff” means Plaintiff Jorge Lopez.

5 23. “Preliminary Approval” means the date on which the Court enters an order granting
6 preliminary approval of the Settlement Agreement.

7 24. “Released Class Claims” means any and all claims, liabilities, demands, obligations,
8 penalties, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature,
9 whether known or unknown, contingent or accrued, that are alleged or that reasonably could have been
10 alleged based on the facts alleged in the Complaint filed June 1, 2023, and the First Amended Complaint
11 subsequently filed March 13, 2024, including but not limited to claims for: (a) overtime violations, (b)
12 minimum wage violations, (c) meal break violations, (d) rest break violations, (e) wage statement
13 violations, (f) failure to timely pay wages at termination, (g) failure to timely pay wages during
14 employment, (h) failure to pay reporting time wages, (i) failure to reimburse business expenses, and (j)
15 Business & Professions Code violations, Labor Code Sections, 201, 202, 204, 226.7, 512(a), 510, 516,
16 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, IWC Wage Orders,
17 California Business and Professions Code Section 17200, California Code of Regulations Title 8 Section
18 11160 Subdivision 5(b), as well as any and all claims, liabilities, demands, obligations, penalties, costs,
19 expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether
20 known or unknown, contingent or accrued, that are alleged or that reasonably could have been alleged by
21 Plaintiff’s Complaint or First Amended Complaint based on the facts alleged therein.

22 25. “Released PAGA Claims” means any and all claims for civil penalties under PAGA
23 based on alleged Labor Code violations, including but not limited to alleged violations of Labor Code
24 Sections, 201, 202, 204, 226(a), 226.7, 256, 510, 512(a), 516, 558, 1174(d), 1174.5, 1182.12, 1194,
25 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 6401, 6403, IWC Wage Orders that were
26 alleged in the June 28, 2023 PAGA Letter, and subsequent June 29, 2023 PAGA Letter.

27 26. “Released Parties” means Defendant and each of its present and past officers, directors,
28 employees, agents and owners.

27. “Request for Exclusion” means the form attached as Exhibit B.

28. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

29. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be Eight Thousand Five Hundred Dollars (\$8,500).

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

31. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

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

1 32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
2 the Gross Settlement Amount of Seven Hundred Ninety Five Thousand Dollars (\$795,000) into a
3 Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the
4 employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will
5 be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency
6 Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e)
7 Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the
8 employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding
9 Date").

10 33. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
11 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
12 Two Hundred Sixty-Five Thousand Dollars (\$265,000), plus the reimbursement of all out-of-pocket
13 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including
14 expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000),
15 both of which will be paid from the Gross Settlement Amount.

16 34. Class Representative Enhancement Payment. In exchange for a general release, and in
17 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant
18 agrees not to oppose or impede any application or motion for a Class Representative Enhancement
19 Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment
20 will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual
21 Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to
22 pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff
23 understands and agrees that this Settlement Agreement shall remain in full force and effect even if the
24 full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded
25 by the Court.

26 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount, which is currently estimated to be Eight Thousand Five Hundred Dollars (\$8,500).

1 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required
2 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
3 distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing
4 necessary reports and declarations.

5 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
6 of Thirty Thousand Dollars (\$30,000) from the Gross Settlement Amount will be designated for
7 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Two
8 Thousand Five Hundred Dollars (\$22,500), of this sum will be paid to the LWDA and Twenty-Five
9 Percent (25%), or Seven Thousand Five Hundred Dollars (\$7,500), will be paid to PAGA Members in
10 proportion to the number of Workweeks worked during the PAGA Period.

11 37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
12 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
13 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
14 Member has the right to exclude himself or herself from the PAGA settlement, and all PAGA Members
15 will receive their share of the PAGA Fund.

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

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

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

24 40(a) Payments from the Net Settlement Fund. Defendant will calculate the total
25 number of Workweeks worked by each Class Member during the Class
26 Period and the aggregate total number of Workweeks worked by all Class
27 Members during the Class Period. To determine each Class Member's
28 estimated "Individual Settlement Payment" from the Net Settlement Fund,

the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

40(b) Payments from the PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s “Individual Settlement Payment” will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this

Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice in English and Spanish to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

45. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will, within five (5) calendar days of receipt, be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

46. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal

1 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
2 respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA
3 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and
4 the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
5 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
6 Objection; (h) the deadlines by which the Class Member must postmark Request for Exclusions, or
7 postmark Notices of Objection to the Settlement; and (i) the claims to be released.

8 47. Disputed Information on Class Notices. Class Members will have an opportunity to
9 dispute the information provided in their Class Notices. To the extent Class Members dispute their
10 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
11 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
12 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
13 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
14 and will be decided within ten (10) calendar days after the Response Deadline.

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

23 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
24 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
25 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
26 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
27 for Exclusion has been timely submitted.

28 50. Escalator. In the event the actual total number of Workweeks exceeds Forty-Two

Thousand Ninety-Eight (42,098) by more than Ten Percent (10%) by the end of the Class Period, then the Gross Settlement Amount will be increased on pro rata basis at a value of Eighteen Dollars Eighty-Eight Cents (\$18.88) per Workweek. For example, if the total number of workweeks is Forty-Two Thousand Ninety-Nine (42,099), Defendant would have to increase the Gross Settlement Amount by Eighteen Dollars Eighty-Eight Cents (\$18.88) for a total of Seven Hundred Ninety-Five Thousand Eighteen Dollars Eighty-Eight Cents (\$795,018.88). Alternatively, Defendant may elect to end the Class Period and PAGA Period on the date the total number of Workweeks was no greater than Forty-Six Thousand Three Hundred Eight (46,308).

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

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

53. Releases by Plaintiff and the LWDA. Upon entry of final judgment, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and the LWDA will fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

54. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

1 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may
2 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
3 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
4 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
5 deemed to have waived all objections to the Settlement and will be foreclosed from making any
6 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
7 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
8 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
9 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
10 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
11 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
12 Class Member shall not participate in or be bound by the Settlement.

13 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
15 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
16 the Settlement, and whether any Class Member has submitted a challenge to any information contained
17 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
18 Administrator will provide to counsel for both Parties any updated reports regarding the administration
19 of the Settlement Agreement as needed or requested.

20 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
21 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
22 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and
23 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
24 services performed in connection with the Settlement.

25 58. Un-cashed Settlement Checks. Participating Class Members and PAGA Members will
26 have one hundred eighty (180) days to cash their settlement checks. Any checks that are not cashed upon
27 the expiration of that 180-day time period will be void, and the uncashed funds shall be redistributed to
28 Class Members who did deposit their checks. Those Class Members will then have 90 days to deposit

their checks. After the expiration of the 90-day period, any remaining unclaimed funds will be tendered to Riverside Legal Aid (“RLA”). The Parties do not have a connection to or a relationship with RLA that could reasonably create the appearance of impropriety as between the selection of the RLA as the recipient of the unclaimed residuals and the interests of the Class.

59. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Fifteen Percent (15%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; (b) Eighty-Five Percent (85%) will be allocated as non-wages (penalties and interest) for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

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

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

63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR

1 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
2 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
3 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
4 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
5 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
6 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
7 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
9 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
10 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
13 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
14 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

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

22 65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
23 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
24 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
25 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

27 66. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
28 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order

for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a Final Approval Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

69. Release by Plaintiff. Upon entry of final judgment, in addition to the claims being released by all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff

1 expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of
2 the California Civil Code or similar provisions of applicable law which are as follows:

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

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

12 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
15 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
16 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
17 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
18 contradict the terms of this Settlement Agreement.

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

22 73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
27 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
2 may seek the assistance of the Court to resolve such disagreement.

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

5 75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

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

11 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
13 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
14 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
15 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
16 fairness and reasonableness of this Settlement.

17 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
20 valid and enforceable.

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

25 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
26 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
27 approved, the stipulation to certification will be void. The Parties further agree that certification for
28 purposes of the Settlement is not an admission that class action certification is proper under the standards

1 applied to contested certification motions and that this Settlement Agreement will not be admissible in
2 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant
3 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

4 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
7 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
8 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
9 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
10 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
11 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
12 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
16 compliance with, federal, state, local or other applicable law.

17 82. No Public Comment: Neither Class Counsel nor Defendant's counsel shall publicize the
18 Settlement on their website or in advertising/marketing materials, other than filing documents with the
19 Court. Plaintiff, Defendant, and their respective counsel agree that they will not issue any press releases
20 or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff,
21 Defendant, or their counsel receive an inquiry about the Settlement from the media, they may respond
22 only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms
23 of the Settlement. Nothing in this provision shall prevent Plaintiff or Defendant from making any
24 required disclosure to the extent required by law. Nothing shall prevent Class Counsel from referring to
25 this case in a declaration establishing qualification as representative counsel in future cases or for
26 purposes of seeking court approval of other settlements.

27 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 2/21/2025 _____

Signed by:

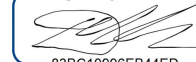


2226514D9E4D4CA...
Jorge Lopez

**DEFENDANT PACIFIC UTILITY
INSTALLATION, INC.**

Dated: 3/5/2025 _____

Signed by:



83BC10096EB44ED...
Daniel Mole

Exhibit A

Lopez v. Pacific Utility Installation, Inc., No. CVRI2302834
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF RIVERSIDE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All individuals who worked for Defendant Pacific Utility Installation, Inc. (“Defendant”) in California as non-exempt, hourly employees at any time during the period from June 1, 2019 through February 7, 2025 (“Class Members”).

All individuals who worked for Defendant in California as non-exempt, hourly employees at any time during the period from June 28, 2022 through February 7, 2025 (“PAGA Members”).

On _____, the Honorable Harold W. Hopp of the Riverside County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member and/or PAGA Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. You cannot opt out of the PAGA portion of the settlement and will be mailed a check for your portion of the PAGA Fund regardless of whether you opt-out of the proposed class settlement. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 ____m. on _____, 2025 in Department 10 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 10 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Jorge Lopez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws, including but not limited to claims for: (a) overtime violations, (b) minimum wage violations, (c) meal break violations, (d) rest break violations, (e) wage statement violations, (f) failure to timely pay wages at termination, (g) failure to timely pay wages during employment, (h) failure to pay reporting time wages, (i) failure to reimburse business expenses, and (j) Business & Professions Code violations.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On December 9, 2024, the parties participated in a mediation with Gig Kyriacou, Esq., an experienced and well-respected California wage and hour mediator. With Mr. Kyriacou’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members and PAGA Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$795,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Jorge Lopez for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$265,000 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$30,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$22,500 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$7,500 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Administrator's fees and expenses currently estimated at \$_. After deducting the above payments, a total of approximately \$_ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$7,500 PAGA Fund, regardless of whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from June 1, 2019 through February 7, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from June 28, 2022 through February 7, 2025 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85%

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: Any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged or that reasonably could have been alleged based on the facts alleged in the Complaint filed June 1, 2023, and the First Amended Complaint subsequently filed March 13, 2024, including but not limited to claims for: (a) overtime violations, (b) minimum wage violations, (c) meal break violations, (d) rest break violations, (e) wage statement violations, (f) failure to timely pay wages at termination, (g) failure to timely pay wages during employment, (h) failure to pay reporting time wages, (i) failure to reimburse business expenses, and (j) Business & Professions Code violations, Labor Code Sections, 201, 202, 204, 226.7, 512(a), 510, 516, 1021.5, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, IWC Wage Orders, California Business and Professions Code Section 17200, California Code of Regulations Title 8 Section 11160 Subdivision 5(b), as well as any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged or that reasonably could have been alleged by Plaintiff's Complaint or First Amended Complaint based on the facts alleged therein.

Additionally, Plaintiff will release on behalf of the LWDA and all PAGA Members all Released PAGA Claims during the PAGA Period:

Released PAGA Claims: Any and all claims for civil penalties under PAGA based on alleged Labor Code violations, including but not limited to alleged violations of Labor Code Sections, 201, 202, 204, 226(a), 226.7, 256, 510, 512(a), 516, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 6401, 6403, IWC Wage Orders that were alleged in the June 28, 2023 PAGA Letter, and subsequent June 29, 2023 PAGA Letter.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting the enclosed Request for Exclusion form. The Request for Exclusion must be postmarked no later than _____, 2025. If you submit a Request for Exclusion which is not postmarked by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still receive a payment from the PAGA Fund, and will be bound by the PAGA settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you want to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections can be submitted via the enclosed form. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator no later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Riverside and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Exhibit B

REQUEST FOR EXCLUSION

COMPLETE THIS FORM **ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS.**

YOU MUST POSTMARK THIS FORM TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [**DEADLINE**].

**THIS MUST BE MAILED TO:
CPT GROUP, INC., THE SETTLEMENT ADMINISTRATOR
50 Corporate Park, Irvine, CA 92606**

IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE CLASS SETTLEMENT, BUT IF YOU ARE A PAGA MEMBER, YOU WILL STILL RECEIVE YOUR PAYMENT FROM THE PAGA FUND.

I request to be excluded from the Settlement Class in the matter of *Lopez v. Pacific Utility Installation, Inc.*, No. CVRI2302834 (Riverside County Superior Court). I understand that by submitting this Request for Exclusion, I will no longer be eligible for a payment from the class settlement.

Sign your name here

Print your name here

Address

Telephone

Exhibit C

OBJECTION FORM

COMPLETE THIS FORM **ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT.**

YOU MUST POSTMARK THIS FORM TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [**DEADLINE**].

**MAIL OR FAX TO: CPT GROUP, INC., THE SETTLEMENT ADMINISTRATOR
50 Corporate Park, Irvine, CA 92606**

NOTE: If you submit an objection to the settlement, your objection will become a part of the public record and will be available for the public to review.

Please provide the following information for the public record:

Name: _____

Address: _____

Telephone: _____

Signature: _____

I OBJECT TO THE SETTLEMENT BECAUSE _____

