

Arby Aiwarzian (SBN 269827)
Ryan Slinger (SBN 351297)
Harris Koepenick (SBN 364423)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

BRIANA HOLMES, SHERRI
CUTHBERTSON, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

HAMPTON TEDDER ELECTRIC
COMPANY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIVRS2600142

Honorable Tony Raphael
Department R14

CLASS ACTION

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

Date: October 15, 2026
Time: 9:00 a.m.
Department: R14

Complaint Filed: January 7, 2026
FAC Filed: July 1, 2026
Trial Date: None Set

1 This matter has come before the Honorable Tony Raphael in Department R14 of the
2 Superior Court of the State of California, for the County of San Bernardino, on October 15, 2026
3 at 9:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiffs Briana Holmes and Sherri
5 Cuthbertson ("Plaintiffs"), individually and on behalf of all others similarly situated and aggrieved
6 employees and Varner & Brandt LLP appears as counsel for Defendant Hampton Tedder Electric
7 Company ("Defendant" or "HTEC").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 3"** to the Declaration of Ryan Slinger in Support of Plaintiffs' Motion for Preliminary
15 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel's Fees, Class Counsel's Costs, Enhancement Awards, PAGA Allotment, Settlement
3 Administration Costs, and payments to the Settlement Class Members and PAGA Members
4 provided thereby, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members and PAGA Members are fair, adequate,
8 and reasonable when balanced against the probable outcome of further litigation relating to
9 certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 HTEC within the State of California at any time during the Class Period.

23 7. The Court provisionally appoints Arby Aiwazian, Ryan Slinger, and Harris
24 Koepenick of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiffs Briana Holmes and Sherri Cuthbertson
26 as the Class Representatives.

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix")
28 to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within 21 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: last-known full name, mailing address, telephone number, Social Security Number, start
4 and end dates employed as a non-exempt, hourly-paid employee of Defendant in California during
5 the Class Period, and such other information as is necessary for the Settlement Administrator to
6 calculate Workweeks (collectively referred to as the “Class List”) in conformity with the
7 Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action and
9 PAGA Settlement and Release (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class
10 Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court
11 finds that the Class Notice appears to fully and accurately inform the Class Members of all
12 material elements of the Settlement, of Class Members’ right to be excluded from the Class
13 Settlement by submitting a Request for Exclusion, of Class Members’ and PAGA Members’ right
14 to challenge the Workweeks and/or the PAGA Pay Periods credited to each of them, and of each
15 Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court
16 further finds that distribution of the Class Notice substantially in the manner and form set forth in
17 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and
19 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
20 Administrator to mail the Class Notice to all Class Members within 14 calendar days of receiving
21 the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
25 for Exclusion no later than 45 calendar days from the initial mailing of the Class Notice
26 (“Response Deadline”), unless the 45th day falls on a Sunday or Federal holiday, in which case the
27 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In
28 the case of a re-mailed Class Notice, the Response Deadline shall be extended by 15 calendar days

1 from the date of the initial Response Deadline. Any Class Member who submits a Request for
2 Exclusion from the Class Settlement will not be a Settlement Class Member and will not have any
3 right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely
4 and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this
5 Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval
6 Order and Judgment entered thereon. PAGA Members will be bound by the PAGA Settlement,
7 irrespective of whether they exercise their option to opt out of the Class Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department R14 of the Superior Court of California for the County of San Bernardino, located at
11 8303 Haven Avenue, Rancho Cucamonga, CA 91730, to determine all necessary matters
12 concerning the Settlement, including: whether the proposed settlement of the action on the terms
13 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
14 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
15 entered herein; whether the plan of allocation contained in the Settlement should be approved as
16 fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether
17 to finally approve the requests for the Class Counsel's Fees, Class Counsel's Costs, Enhancement
18 Awards, and Settlement Administration Costs.

19 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
20 Class Counsel's Fees, Class Counsel's Costs, Enhancement Awards, and Settlement
21 Administration Costs, along with the appropriate declarations and supporting evidence, including
22 the Settlement Administrator's declaration, by _____,
23 to be heard at the Final Approval Hearing.

24 15. Only Class Members who do not request exclusion from the Class Settlement may
25 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
26 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
27 regardless of whether they submitted a written Objection. The Objection must be signed by the
28 Settlement Class Member and contain all information required by this Settlement Agreement. A

1 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
2 deemed to have waived any objections and will be foreclosed from making any objections
3 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

4 16. The Settlement is not a concession or admission and shall not be used against
5 Defendant as an admission or indication with respect to any claim of any fault or omission by
6 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
7 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any document, statement, proceeding or conduct related to the
9 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
10 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
11 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
12 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
13 establish the existence of any condition constituting a violation of, or a non-compliance with state,
14 federal, local or other applicable law, except for legal proceedings concerning the implementation,
15 interpretation, or enforcement of the Settlement.

16 17. In the event the Settlement does not become effective in accordance with the terms
17 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
18 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
19 vacated, and the Parties shall revert back to their respective positions as of before entering into the
20 Settlement Agreement.

21 18. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and any dates provided for in the Settlement Agreement without further notice to the
23 Class Members, and retains jurisdiction to consider all further applications arising out of or
24 connected with the Settlement.

25 **IT IS SO ORDERED.**

26 Dated: _____

By:

The Honorable Tony Raphael
Judge of the Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Briana Holmes v. Hampton Tedder Electric Company

Superior Court of California, County of San Bernardino, Case No. CIVRS2600142

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Briana Holmes ("Plaintiff Holmes") and Sherri Cuthbertson ("Plaintiff Cuthbertson") (together, "Plaintiffs") and Defendant Hampton Tedder Electric Company ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Briana Holmes v. Hampton Tedder Electric Company*, Superior Court of California, County of San Bernardino, Case No. CIVRS2600142 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Period" means the period from November 18, 2021 through [the date of preliminary approval or the Alternate End Date].

"Class Settlement" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the PAGA Period.

"PAGA Period" means the period from February 28, 2024 through [the date of preliminary approval or the Alternate End Date].

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On January 7, 2026, Plaintiff Holmes filed a Class Action Complaint against Defendant in the Superior Court of California, County of San Bernardino, Case No. CIVRS2600142 (the "Action"). On January 8, 2026, Plaintiff Briana Holmes provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("Holmes PAGA Notice"). On March 12, 2026, Plaintiff Sherri Cuthbertson provided written notice to the LWDA and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("Cuthbertson PAGA Notice"). On [date], Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint").

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and denies that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA

Questions? Please call: [settlement administrator's 800-number]

Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Briana Holmes and Sherri Cuthbertson as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Ryan Slinger, Esq.
Harris Koepenick, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and V below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$450,000.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to one-third (1/3) of the Gross Settlement Amount (i.e., \$150,000.00 if the Gross Settlement Amount remains \$450,000.00) (“Class Counsel’s Fees”) and litigation costs in an amount not to exceed \$20,000.00 to Class Counsel (“Class Counsel’s Costs”); (2) Enhancement Awards in an amount up to \$7,500.00 to each Plaintiff (i.e., up to \$15,000.00 total); (3) Settlement Administration Costs in an amount not to exceed \$14,500.00 to the Settlement Administrator; and (4) the amount of \$25,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Allotment”). The PAGA Allotment will be distributed sixty-five percent (65%) (\$16,250.00) to the LWDA (“LWDA Payment”) and the remaining thirty-five percent (35%) (i.e., \$8,750.00) will be distributed to PAGA Members (“PAGA Member Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant for one or more hours as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the estimated Net Settlement Amount by the total number of Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment, net of applicable taxes.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of the Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on the number of pay periods in which, for one or more hours during the

PAGA Period, a PAGA Member provided labor or services for Defendant in California for remuneration (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Member Amount by the total number of PAGA Pay Periods of all PAGA Members during the PAGA Period to yield the “PAGA Pay Period Value,” and multiplied each PAGA Member’s individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendant’s Records

According to Defendant’s records:

From November 18, 2021 through [preliminary approval date or Alternate End Date] (i.e., Class Period), you are credited with _____ Workweeks.

From February 28, 2024 through [preliminary approval date or Alternate End Date] (i.e., PAGA Period), you are credited with _____ PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Briana Holmes v. Hampton Tedder Electric Company*, Superior Court of California, County of San Bernardino, Case No. CIVRS2600142); (b) contains your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you for the Class Period and/or PAGA Period and what you contend is the correct number to be credited to you; (d) attaches any documentation that you have to support the dispute; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section V.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$ _____. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$ _____.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, all PAGA Members, and the State of California, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

“Released Class Claims” means all claims against Hampton Tedder Electric Company, and Released Parties, either alleged, or that reasonably could have been alleged, based on the factual allegations contained in the Operative Complaint, alleging:

(1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code section 226(a) (Noncompliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Labor Code section 227.3 (Failure to Pay Vacation Wages); and (11) Violation of California Business and Professions Code section 17200, *et seq.*

“Released PAGA Claims” means all claims under PAGA arising during the PAGA Period which were asserted or which reasonably could have been asserted against the Released Parties in the PAGA Notices and/or the Operative Complaint, including, inter alia, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendant Hampton Tedder Electric Company and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek Class Counsel’s Fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., up to \$150,000.00 if the Gross Settlement Amount is \$450,000.00) and Class Counsel’s Costs in an amount not to exceed \$20,000.00, subject to approval by the Court. The Class Counsel’s Fees and Class Counsel’s Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Awards”), for a total of up to Fifteen Thousand Dollars (\$15,000.00), in recognition of their services in connection with the Action and their broader individual release and waiver of claims. The Enhancement Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusions, written Objections, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Gross Settlement Amount, and fund the amounts necessary to fully pay Employer Taxes, within fifteen (15) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Members are expected to occur no later than fourteen (14) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the last to occur of the following: (a) if there are no objections to the Settlement, then the date of final approval by the Court; (b) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the order granting final approval of the Settlement, the 31st day after service of notice of entry of the order; or (c) 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.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you may not exclude yourself from the PAGA Settlement and will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorneys' fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator. You may not request exclusion from the PAGA Settlement.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Briana Holmes v. Hampton Tedder Electric Company*, Superior Court of California, County of San Bernardino, Case No. CIVRS2600142); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear statement that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion (i.e., as long as you are a Settlement Class Member), by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action (*Briana Holmes v. Hampton Tedder Electric Company*, Superior Court of California, County of San Bernardino, Case No. CIVRS2600142); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department R14 of the Superior Court of California, County of San Bernardino, located at 8303 Haven Avenue, Rancho Cucamonga, CA 91730, on [hearing date], at [hearing time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel's Fees and Class Counsel's Costs to Class Counsel, Enhancement Awards to Plaintiffs,

and Settlement Administration Costs to the Settlement Administrator.

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

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most up-to-date information regarding how to appear remotely: <https://sanbernardino.courts.ca.gov/online-services/remote-access/remote-appearances-courtroom-technology>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://sanbernardino.courts.ca.gov/location/rancho-cucamonga-district>.

VII. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 8303 Haven Ave, Rancho Cucamonga, CA 91730, during business hours, or online by visiting the following website: <https://sanbernardino.courts.ca.gov/divisions/civil/court-case-information-and-document-sales>, clicking "Accept," clicking "search," clicking "Case Information," and typing in the case number "CIVRS2600142" under "Case Number Search."

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [\[Settlement Administrator Website\]](#).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [\[INSERT\]](#), OR YOU MAY ALSO CONTACT CLASS COUNSEL.